

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 20-F**

(Mark One)

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

or

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

For the fiscal year ended December 31, 2017.

or

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

For the transition period from _____ to _____

or

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

Date of event requiring this shell company report _____

For the transition period from _____ to _____

Commission file number: 001-35147

Renren Inc.

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

5/F, North Wing
18 Jiuxianqiao Middle Road
Chaoyang District, Beijing 100016
People's Republic of China
(Address of principal executive offices)

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People's Republic of China

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

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

Title of Each Class
American depositary shares, each
representing 15 Class A ordinary shares
Class A ordinary shares, par value US\$0.001
per share*

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

* Not for trading, but only in connection with the listing on The New York Stock Exchange of American depositary shares ("ADSs"). Currently, each ADS represents 15 Class A ordinary shares.

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

None

(Title of Class)

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

None

(Title of Class)

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of December 31, 2017, 726,549,453 Class A ordinary shares, par value US\$0.001 per share and 305,388,450 Class B ordinary shares, par value US\$0.001 per share were outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

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

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

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

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

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

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

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17

Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

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INTRODUCTION

In this annual report, except where the context otherwise requires:

- “Activated users” refers to the number of Renren user accounts that have been registered and activated. Our users may register with us through their mobile phone number or their email address. Following registration by mobile phone number, the mobile phone will receive an SMS verification code, which must be entered to activate the account. Following registration by email address, an email containing an activation link will automatically be sent to the user’s email address, and the user must then activate by clicking the link. Not all registered users activate the accounts they register with us.
- “ADSs” refers to our American depository shares, each of which represents fifteen Class A ordinary shares. Except as otherwise indicated, all ADS and per ADS data in this annual report give retroactive effect to the change in the number of ordinary shares represented by each ADS from three to fifteen that became effective on February 6, 2017.
- “Monthly unique log-in users” refers to the number of different user accounts from which Renren Mobile App or *renren.com* has been logged onto during a given month.
- The “PRC” or “China” refers to the People’s Republic of China, excluding, for purposes of this annual report only, Hong Kong, Macau and Taiwan.
- “Shares” or “ordinary shares” refer, collectively, to our Class A and Class B ordinary shares, par value US\$0.001 per share. Except as otherwise indicated, all share and per share data in this annual report give retroactive effect to the ten-for-one share split that became effective on March 25, 2011.
- “SNS” refers to social networking services.
- “We,” “us,” “our company,” and “our” refer to Renren Inc. and its subsidiaries, its consolidated affiliated entities, and subsidiaries of its consolidated affiliated entities.

Our financial statements are expressed in U.S. dollars, which is our reporting currency. Certain Renminbi figures in this annual report are translated into U.S. dollars solely for the reader’s convenience. Unless otherwise noted, all convenience translations from Renminbi to U.S. dollars in this annual report were made at a rate of RMB 6.5063 to US\$1.00, the exchange rate set forth in the H.10 statistical release of the Federal Reserve Board on December 29, 2017. 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, at the rate stated above, or at all.

FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements that reflect our current expectations and views of future events. These forward looking statements are made under the “safe-harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by these 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” or other similar expressions. These forward-looking statements include statements relating to:

- our goals and strategies;
 - our future business development, financial condition and results of operations;
 - our ability to complete the transaction that we announced on April 30, 2018;
 - expected changes in our revenues and certain cost and expense items;
-

- the expected growth of the SNS and used automobile businesses in China;
- our expectations regarding demand for and market acceptance of our services;
- changes in technology affecting our business, and our company's responses to these changes;
- our plans to enhance our user experience, infrastructure and service offerings;
- competition in our industry in China;
- the performance of our strategic and financial investments; and
- relevant government policies and regulations relating to our industry.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, and business strategy. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect, and our actual results could be materially different from our expectations. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. You should read thoroughly this annual report and the documents that we refer to with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements with these cautionary statements.

The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. Selected Financial Data

Selected Consolidated Financial Data

The following selected consolidated statement of operations data for the three years ended December 31, 2015, 2016 and 2017 and the selected consolidated balance sheet data as of December 31, 2016 and 2017 have been derived from our audited consolidated financial statements included elsewhere in this annual report. Our selected consolidated statement of operations data for the years ended December 31, 2013 and 2014 and our selected consolidated balance sheet data as of December 31, 2013, 2014 and 2015 have been derived from our audited consolidated financial statements not included in this annual report, except for the impact of retrospective adjustments for *56.com*, our online video business, which we ceased to control on December 1, 2014, and our online games business, which we ceased to control on March 31, 2016, all of which have been classified as discontinued operations.

The selected consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, our audited consolidated financial statements and related notes and “Item 5—Operating and Financial Review and Prospects” in this annual report. Our consolidated financial statements are prepared and presented in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. Due to the retrospective adjustments, our results of operations for the years ended December 31, 2013 and 2014 and financial positions as of December 31, 2013 and 2014 are not directly comparable to the financial data reported in our previously filed annual reports.

Our historical results do not necessarily indicate results expected for any future periods.

	Year ended December 31,				
	2013	2014	2015	2016	2017
(in thousands of US\$, except for share, per share and per ADS data)					
Summary Consolidated Statement of Operations Data:					
Net revenues	\$ 64,050	\$ 46,668	\$ 41,111	\$ 63,364	\$ 202,102
Cost of revenues	32,970	34,663	36,720	51,767	184,398
Gross profit	31,080	12,005	4,391	11,597	17,704
Operating expenses ⁽¹⁾ :					
Selling and marketing	43,166	34,593	30,502	21,276	28,954
Research and development	54,716	42,697	32,392	20,750	23,678
General and administrative	38,021	48,764	46,803	42,584	52,949
Impairment of goodwill	—	46,864	—	—	—
Total operating expenses	135,903	172,918	109,697	84,610	105,581
Loss from operations	104,823	160,913	105,306	73,013	87,877
Other income (expenses)	2,455	(3,629)	(7,058)	12,888	(1,369)
Interest income	12,769	12,569	2,190	919	2,029
Interest expense	—	—	(2,041)	(12,439)	(10,185)
Realized gain (loss) on short-term investments	56,022	139,265	(98,112)	552	(100)
Realized gain on disposal of long-term investments	—	—	—	—	37,311
Impairment of short-term investments	(2,098)	—	—	—	—
Impairment of long-term investments	(23,025)	—	(4,258)	(102,307)	(113,073)
Loss before provision of income tax and earnings (loss) in equity method investments and noncontrolling interest, net of income taxes	(58,700)	(12,708)	(214,585)	(173,400)	(173,264)
Income tax benefit (expenses)	3,959	(6,517)	(3,124)	(2,470)	(4,479)
Loss before earnings (loss) in equity method investments and noncontrolling interest, net of income taxes	(54,741)	(19,225)	(217,709)	(175,870)	(177,743)
Earnings (loss) in equity method investments, net of income taxes	20,317	49,015	(5,468)	(18,183)	67,240
(Loss) income from continuing operations	(34,424)	29,790	(223,177)	(194,053)	(110,503)
(Loss) income from the operations of the discontinued operations, net of income taxes	(34,600)	(27,194)	1,520	391	—
Gain on deconsolidation of the subsidiaries, net of income taxes	132,665	489	—	8,310	—
Gain on disposal of equity method investment, net of income taxes	—	56,993	—	—	—
Income from discontinued operations, net of income taxes	98,065	30,288	1,520	8,701	—
Net income (loss)	63,641	60,078	(221,657)	(185,352)	(110,503)
Net loss attributable to the noncontrolling interest	92	382	1,529	—	76
Net (loss) income from continuing operations attributable to Renren Inc.	(34,332)	30,172	(221,648)	(194,053)	(110,427)
Net income from discontinued operations attributable to Renren Inc.	98,065	30,288	1,520	8,701	—
Net income (loss) attributable to Renren Inc.	\$ 63,733	\$ 60,460	\$ (220,128)	\$ (185,352)	\$ (110,427)
Net (loss) income per share:					
Net (loss) income per share from continuing operations attributable to Renren Inc. shareholders:					
Basic	\$ (0.03)	\$ 0.03	\$ (0.22)	\$ (0.19)	\$ (0.11)
Diluted	\$ (0.03)	\$ 0.03	\$ (0.22)	\$ (0.19)	\$ (0.11)
Net income per share from discontinued operations attributable to Renren Inc. shareholders:					
Basic	\$ 0.09	\$ 0.03	\$ 0.00	\$ 0.01	\$ —
Diluted	\$ 0.09	\$ 0.03	\$ 0.00	\$ 0.01	\$ —

	Year ended December 31,				
	2013	2014	2015	2016	2017
	(in thousands of US\$, except for share, per share and per ADS data)				
Net income (loss) per share attributable to Renren Inc. shareholders:					
Basic	\$ 0.06	\$ 0.06	\$ (0.22)	\$ (0.18)	\$ (0.11)
Diluted	\$ 0.06	\$ 0.06	\$ (0.22)	\$ (0.18)	\$ (0.11)
Net income (loss) attributable to Renren Inc. shareholders per ADS ⁽²⁾ :					
Basic	\$ 0.86	\$ 0.86	\$ (3.24)	\$ (2.72)	\$ (1.61)
Diluted	\$ 0.85	\$ 0.85	\$ (3.24)	\$ (2.72)	\$ (1.61)
Weighted average number of shares used in calculating net (loss) income per ordinary share from continuing operations attributable to Renren Inc. shareholders:					
Basic	1,118,091,879	1,059,446,436	1,019,378,556	1,022,664,396	1,028,537,406
Diluted	1,118,091,879	1,067,631,709	1,019,378,556	1,022,664,396	1,028,537,406
Weighted average number of shares used in calculating net (loss) income per ordinary share from discontinued operations attributable to Renren Inc. shareholders:					
Basic	1,118,091,879	1,059,446,436	1,019,378,556	1,022,664,396	1,028,537,406
Diluted	1,130,739,922	1,067,631,709	1,027,236,202	1,027,176,963	1,028,537,406

- (1) Including share-based compensation expenses as set forth below:
(2) Each ADS represents 15 Class A ordinary shares.

	Year ended December 31,				
	2013	2014	2015	2016	2017
	(in thousands of US\$)				
Allocation of Share-based Compensation Expenses:					
Selling and marketing	138	193	243	770	598
Research and development	404	916	781	1,363	1,092
General and administrative	9,608	18,983	25,481	21,411	26,326
	10,150	20,092	26,505	23,544	28,016
Expenses from the discontinued operations	5,988	3,512	1,736	—	—
Total share-based compensation expenses	\$ 16,138	\$ 23,604	\$ 28,241	\$ 23,544	\$ 28,016

	As of December 31,				
	2013	2014	2015	2016	2017
	(in thousands of US\$)				
Summary Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 149,511	\$ 166,652	\$ 56,226	\$ 79,370	\$ 128,595
Term deposits	492,699	494,065	—	—	—
Restricted cash	—	—	122,316	30,390	47,253
Short-term investments	301,995	29,384	2,619	410	—
Accounts receivable, net	15,865	11,599	4,044	4,702	6,260
Financing receivable, net	—	6,285	144,457	301,773	125,478
Total current assets	1,122,587	763,203	403,938	450,813	468,005
Total assets	1,385,686	1,149,153	1,267,833	1,176,844	1,194,164
Total current liabilities	115,262	46,044	208,751	270,223	370,547
Total liabilities	115,418	46,774	338,445	438,378	485,418
Total equity	\$ 1,270,268	\$ 1,102,379	\$ 929,388	\$ 738,466	\$ 674,804

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risks Related to Our Business and Industry

We have a history of losses from operations, and our new business initiatives may not be successful.

We have made significant changes to our business scope in recent years. The portfolio of services we offer has evolved from SNS, historically the core of our company's business, to include a financing business, a used automobile business and other new initiatives. We have also disposed of some of our existing businesses in order to focus on new business opportunities, and we are planning on disposing of Beijing Zhenzhong Interactive Information Technology Co., Ltd., which is the wholly owned subsidiary of one of our consolidated affiliated entities and operates our ZenZone advertising agency business. In the year ended December 31, 2017, 59.8% of our net revenues were derived from our used automobile sales business, and 12.5% of our net revenues were derived from our business of providing credit financing to used automobile dealers. The profitability of our new initiatives has yet to be proven. We had net revenues of US\$41.1 million, US\$63.4 million and US\$202.1 million in 2015, 2016 and 2017, respectively, and losses from operations of US\$105.3 million, US\$73.0 million and US\$87.9 million, respectively, over the same period. Expansion into new businesses may present operating and marketing challenges that are different from those that we currently encounter, and we cannot assure you that our new business initiatives will be successful enough to justify the time, effort and resources that we devote to them. If our used automobile business and our financing business do not continue to grow as rapidly as we hope or if we cannot control costs effectively as the business grows, we may not be able to achieve profitability.

If we are deemed an "investment company" under the Investment Company Act of 1940, it would adversely affect the price of our ADSs and ordinary shares and could have a material adverse effect on our business.

As part of our business transition, we previously implemented a strategy to acquire or invest in complementary businesses in order to gain access to or develop new technologies, know-how or services. For example, we invested more than US\$240 million in Social Finance Inc., or SoFi, a privately held company that operates a social finance business in the United States similar to the business that we have been establishing in China. As of December 31, 2017, our balance sheet included US\$565.4 million in long-term investments in some 57 portfolio companies and investment funds. We may be deemed to be an investment company within the meaning of the Investment Company Act based on the value of the investment securities we hold and on other factors relevant to the definition of an investment company under the Investment Company Act. See "Item 4A. Unresolved Staff Comments."

On April 30, 2018, we announced that Oak Pacific Investment, or OPI, a wholly-owned subsidiary of Renren Inc., would be conducting a private placement. In addition to our advertising agency business, OPI holds our shares in 44 portfolio companies and our interests in 6 investment funds. These portfolio companies and investment funds have an aggregate book value of US\$530.6 million as of December 31, 2017, and represent the great majority of our long-term investments in terms of both book value and fair market value. After the completion of the private placement, Renren would no longer hold any shares of OPI. We refer to this transaction as the Transaction. See "Item 4. Information on the Company—A. History and Development of the Company—The Transaction." The disposition of OPI is scheduled to occur on June 21, 2018.

If the Transaction is not completed as planned and we are deemed to be an investment company within the meaning of the Investment Company Act, we would become unable to comply with our reporting obligations as a public company in the United States, which would lead to our being delisted from the New York Stock Exchange. Delisting would have a material adverse effect on the liquidity and value of our ADSs and Class A ordinary shares. We would also be unable to raise capital through the sale of securities in the United States or to conduct business in the United States. In addition, we may be subject to SEC enforcement action or purported class action lawsuits for alleged violations of U.S. securities laws. Defending ourselves against any such enforcement action or lawsuits would require significant attention from our management and divert resources from our existing businesses and could have a material adverse effect on our results of operations and financial condition.

The Transaction will leave us with less cash and fewer investment assets that can be readily converted into cash, which may restrict our growth in the future.

As we announced on April 30, 2018, we will pay a cash dividend in an amount in the aggregate from US\$nil up to approximately US\$131 million in connection with the Transaction. In addition, we will dispose of a wholly-owned subsidiary, OPI, which holds the great majority of our long-term investments in terms of both book value and fair market value. Once the Transaction has closed, we no longer own OPI and we have paid the cash dividend to our shareholders, we will have less cash on hand and fewer investment assets that can be readily converted into cash, which will restrict our options if we require more cash in the future. If we are unable to raise cash as required from new offerings of equity or debt or from bank loans or other sources, we may have insufficient cash to fund or expand our business, and our future growth, our results of operations and our financial position may be materially and adversely affected.

U.S. Holders may suffer adverse tax consequences as a result of the Transaction.

We believe we were classified as a passive foreign investment corporation, or PFIC, for U.S. federal income tax purposes for each of the past seven taxable years ending on December 31 and we expect, but cannot guarantee, that we will be treated as a PFIC for the current taxable year. As a result, U.S. Holders (as defined in “Item 10.E—Additional Information—Taxation—United States Federal Income Tax Considerations—General”) who are shareholders as of the record date of the cash dividend payable pursuant to the Transaction may recognize ordinary income from the cash dividend and could be subject to an additional penalizing tax on certain U.S. federal income taxes deemed deferred to the extent the cash dividend is treated as an “excess distribution” under the PFIC rules. The additional tax is generally equivalent to an interest charge on U.S. federal income taxes that are deemed due during the period the U.S. Holder owned our ADSs or ordinary shares, computed by assuming that the excess distribution was taxed in equal portions at the highest applicable tax rate throughout the holder’s period of ownership. Shareholders who have made a timely “mark-to-market” election would not be subject to this additional tax with respect to the cash dividend. U.S. Holders may also be deemed to recognize as ordinary income subject to the “excess distribution” rules a proportionate share of any gain deemed to be realized by Renren Inc. as a result of the private placement of shares by Oak Pacific Investment, or OPI, a wholly-owned subsidiary of Renren Inc. that we expect to be treated as a PFIC, under special rules applicable to “indirect dispositions” of PFICs if a U.S. Holder’s (direct or indirect) interest in OPI is reduced as a result of the Transaction.

If, contrary to our current expectation, we are not treated as a PFIC for the current taxable year, any ADSs or ordinary shares acquired during the year would not be considered PFIC stock and therefore cash received with respect to such ADSs or ordinary shares would not be subject to the PFIC “excess distribution” regime described above and may be eligible for the reduced rate for qualified dividend income and any gain resulting from an “indirect disposition” of our PFIC subsidiaries, such as OPI, would generally not be required to be recognized with respect to such ADSs or ordinary shares.

For further information concerning the PFIC rules and the U.S. federal income tax consequences of dividends paid by us and direct or indirect dispositions of PFICs, see “Item 10.E—Additional Information—Taxation—United States Federal Income Tax Considerations.” For further information concerning the Transaction, see “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.” Holders of ours ADSs or ordinary shares are urged to consult their tax advisors as to the tax consequences of the Transaction to them, including as a result of the application of the PFIC rules.

Our dealerships conduct many aspects of our used automotive sales business, and we face risks associated with these relationships, their employees and other personnel.

We rely on our dealerships to conduct significant aspects of our used automotive sales business. As of March 31, 2018, we had 14 dealerships across China. Our dealerships and their employees directly interact with consumers, other dealerships and other platform participants, and their performance directly affects our reputation and brand image. If our service personnel or those of our dealerships fail to satisfy the needs of consumers, respond effectively to their complaints, or provide services to their satisfaction, our reputation and the loyalty of our customers could be negatively affected. As a result, we may lose customers or experience a decrease in our business volume, which could have a material adverse effect on our business, financial condition and results of operations. We do not directly supervise the services provided by our franchisee partners and may not be able to successfully maintain and improve the quality of their services. Our dealerships may also fail to implement sufficient control over their sales, maintenance and other personnel. As a result, we may suffer financial losses, incur liabilities and suffer reputational damages. In addition, while violation of laws and regulations by dealerships had not led to any material claims against us in the past, we cannot assure you that such claim will not arise in the future which may harm our brand or reputation or have other adverse impacts.

Further, suspension or termination of a dealership's services in a particular geographic area may cause interruption to or failure in our services in the corresponding geographic area. A dealership may suspend or terminate its services voluntarily or involuntarily due to various reasons, including disagreement or dispute with us, failure to make a profit, failure to maintain requisite approvals, licenses or permits or to comply with other governmental regulations, and events beyond our or its control, such as inclement weather, natural disasters, transportation interruptions or labor unrest or shortage. Due to the intense competition in our industry, our existing dealerships may also choose to discontinue their cooperation with us and work with our competitors instead. We may not be able to promptly replace our dealerships or find alternative ways serve their geographic areas in a timely, reliable and cost-effective manner, or at all. As a result of any service disruptions associated with our dealerships, customer satisfaction, brand, reputation, operations and financial performance may be materially and adversely affected.

Other dealers with which our dealerships collaborate could take actions that could harm our business and that of our dealerships.

For our used automotive sales business, pursuant to our arrangements with our dealerships, we may permit the dealerships to develop and operate other dealership locations in their defined geographic areas. Accordingly, certain dealerships may elect to cooperate with third parties to develop and operate dealerships in the geographic area covered by the relevant agreement. Such agreements contractually obligate our dealerships to operate in accordance with specified standards, including synchronization of their operations on our platform and integration in our system. As a result, the ultimate success and quality of any additional location rests with our dealership. If these additional dealerships do not successfully operate in a manner consistent with required standards, their performance, the performance of our dealerships and ultimately, our performance could be adversely affected and our brand image and reputation may be harmed, which could materially and adversely affect our business and operating results.

For our used automotive sales business, our success depends upon the continued contributions of our salespeople.

Our salespeople are the driving force behind our success. We believe that one of the things that sets us apart is a culture centered on valuing all salespeople. Our failure to maintain this culture or to continue recruiting, developing and retaining the salespeople that drive our success could have a material adverse effect on our business, sales and results of operations. We also face risks related to the loyalty of our sales people. Referrals of leads by salespeople to friends or others in side deals is common phenomenon in our industry in China, and if our sales people sought to profit themselves personally at the expense of our company, this could hurt our business and results of operations. Our ability to recruit salespeople while controlling related costs is subject to numerous external and internal factors, including unemployment levels, prevailing wage rates, our growth plans, changes in employment legislation and competition for qualified employees in the industry and regions in which we operate and for qualified service technicians in particular. Our ability to recruit salespeople while controlling related costs is also subject to our ability to maintain positive associate relations. If we are unable to do so, or if, despite our efforts, we become subject to successful unionization efforts, it could increase our costs, limit our ability to respond to competitive threats and have a material adverse effect on our business, sales and results of operations.

The success of our used automotive sales business also depends upon the continued contributions of our store, region and corporate management teams. Consequently, the loss of the services of any of key salespeople could have a material adverse effect on our business, sales and results of operations. In addition, an inability to build our management bench strength to support store growth could have a material adverse effect on our business, sales and results of operations.

The success of our used automotive sales business depends on our ability to attract prospective car buyers.

The growth of our used automotive sales business depends on our ability to attract prospective car buyers. We primarily purchase car models based on our insights as to car buyers, feedback from registered dealers and market analysis as to perception and demand for such models, will appeal to car buyers in lower-tier cities. We price cars based on our massive amount of automotive transaction data associated with providing automotive financing solutions as well as data from facilitating other automotive transactions such as automobile trading between dealers to efficiently facilitate their sale. We have limited experience in the purchase of cars for sale to dealers, and there is no assurance that we will be able to do so effectively. Demand for the type of cars that we purchase can change significantly between the time the cars are purchased and the date of sale. Demand may be affected by new car launches, changes in the pricing of such cars, defects, changes in consumer preference and other factors, and dealers may not purchase them in the quantities that we expect. We may also need to adopt more aggressive pricing strategies for these cars than originally anticipated. We face inventory risk in connection with the car purchased, including the risk of inventory obsolescence, a decline in values, and significant inventory write-downs or write-offs. If we were to adopt more aggressive pricing strategies, our profit margin may be negatively affected as well. We may also face increasing costs associated with the storage of these cars. Any of the above may materially and adversely affect our financial condition and results of operations.

In order to expand our base of car buyers, we must continue to invest significant resources in the development of new solutions and services and build our relationships with financial institutions, auto dealers and other platform participants. Our ability to successfully launch, operate and expand our solutions and services and to improve user experience to attract prospective car buyers depends on many factors, including our ability to anticipate and effectively respond to changing interests and preferences of car buyers, anticipate and respond to changes in the competitive landscape, and develop and offer solutions and services that address the needs of car buyers on our platform. If our efforts in these regards are unsuccessful, our base of car buyers may not increase at the rate we anticipate, and it may even decrease. As a result, our business, prospects, financial condition and results of operations may be materially and adversely affected. In addition, in order to attract prospective car buyers, we must also devote significant resources to enhancing the experience of car buyers on our platform on an ongoing basis. We must enhance the functionality and ensure the reliability of our platform. If we fail to provide superior customer service or address complaints of car buyers on our platform in a timely manner, we may fail to attract prospective car buyers as to our solutions and services, the number of financing transactions we facilitate may decline. In addition, the models offered by our dealerships may not be popular among prospective car buyers, which could materially and adversely affect our business, results of operations and financial condition.

In the meantime, we also seek to maintain our relationships with existing car buyers and cross-sell new solutions and services, such as insurance and wealth management products. However, there can be no assurance that we will be able to maintain or deepen such relationships.

Automotive retailing is highly competitive. Failure to develop and execute strategies to grow our business could adversely affect our business, sales and results of operations.

Automotive retailing is a highly competitive and highly fragmented industry. Our competition includes publicly and privately owned used and new car dealers and online and mobile sales platforms, as well as millions of private individuals. Competitors buy and sell the same or similar makes of vehicles that we offer in the same or similar markets at competitive prices. Some of our competitors have announced plans for rapid expansion, including into markets with our locations, and some of them have begun to execute those plans. The online availability of used vehicle information from other sources, including pricing information, could make it more difficult for us to differentiate our customer offering from competitors' offerings. Our competitive standing may also be affected by companies, including search engines and online classified sites, that are not direct competitors but that may direct online traffic to the websites of competing automotive retailers. The increasing use of the internet to facilitate consumers' sales or trade-ins of their current vehicles could have a material adverse effect on our ability to source vehicles. If we fail to respond effectively to competitive pressures or to changes in the used vehicle marketplace, it could have a material adverse effect on our business, sales and results of operations.

The automotive retail industry in general and our used automotive sales business in particular are sensitive to economic conditions. These conditions could adversely affect our business, sales, results of operations and financial condition.

We are subject to national and regional economic conditions. These conditions include, but are not limited to, recession, inflation, interest rates, unemployment levels, the state of the PRC housing market, gasoline prices, consumer credit availability, consumer credit delinquency and loss rates, personal discretionary spending levels, and consumer sentiment about the economy in general. These conditions and the economy in general could be affected by significant national or international events such as acts of terrorism. When these economic conditions worsen or stagnate, it can have a material adverse effect on consumer demand for vehicles generally, on demand from particular consumer categories or demand for particular vehicle types. It can also negatively impact availability of credit to finance vehicle purchases for all or certain categories of consumers. This could result in lower sales, decreased margins on units sold, and decreased profits for our used automotive sales business. Worsening or stagnating economic conditions can also have a material adverse effect on the supply of late-model used vehicles, as automotive manufacturers produce fewer new vehicles and consumers retain their current vehicles for longer periods of time. This could result in increased costs to acquire used vehicle inventory and decreased margins on units sold. Any significant change or deterioration in economic conditions could have a material adverse effect on our business, sales, results of operations and financial condition.

Our used automotive sales business is sensitive to changes in the prices of used vehicles.

Any significant changes in retail prices for used vehicles could have a material adverse effect on the sales and results of operations of our used automotive sales business. For example, if retail prices for used vehicles rise relative to retail prices for new vehicles, it could make buying a new vehicle more attractive to our customers than buying a used vehicle, which could have a material adverse effect on sales and results of operations and could result in decreased used margins. Manufacturer incentives could contribute to narrowing this price gap. In addition, any significant changes in wholesale prices for used vehicles could have a material adverse effect on our results of operations by reducing wholesale margins.

Our used automotive sales business is sensitive to conditions affecting automotive manufacturers, including manufacturer recalls.

Adverse conditions affecting one or more automotive manufacturers could have a material adverse effect on the sales and results of operations of our used automotive sales business and could impact the supply of vehicles, including the supply of late-model used vehicles. Manufacturer recalls are a common occurrence that have accelerated in frequency and scope in recent years. Because we do not have manufacturer authorization to complete recall-related repairs, some vehicles we sell may have unrepaired safety recalls. Such recalls, and our lack of authorization to make recall-related repairs, could adversely affect used vehicle sales or valuations, could cause us to temporarily remove vehicles from inventory, could force us to incur increased costs and could expose us to litigation and adverse publicity related to the sale of recalled vehicles, which could have a material adverse effect on our business, sales and results of operations.

Our used automotive sales business is dependent upon access to vehicle inventory. Obstacles to acquiring inventory, whether because of supply, competition, or other factors, or a failure to expeditiously liquidate that inventory could have a material adverse effect on our used automotive sales business, sales and results of operations.

A reduction in the availability of or access to sources of inventory could have a material adverse effect on our business, sales and results of operations. Although the supply of late-model used vehicles has been increasing, there can be no assurance that this trend will continue or that it will benefit us.

As our used automotive sales business is dependent on our appraisal of the value of inventory we purchase, if we fail to adjust appraisal offers to stay in line with broader market trade-in offer trends, or fail to recognize those trends, or if our appraisal process is not accurate, it could adversely affect our ability to acquire inventory. It could also force us to purchase a greater percentage of our inventory from third-party auctions, which is generally less profitable for us. Our appraisal process could also be affected by competition, both from used and new car dealers directly and through third-party websites driving appraisal traffic to those dealers. Our ability to source vehicles from third-party auctions could be affected by an increase in the number of closed auctions that are open only to new car dealers who have franchise relationships with automotive manufacturers.

We also source a portion of our vehicles through our crowd-sourcing strategy, in which we rely on third-party partners, such as individuals or small dealerships to acquire used automobiles. We may be unable to maintain relationships with these third parties or may experience issues with the vehicles they provide to us, each of which could harm our business, sales and results of operations.

Used vehicle inventory is subject to depreciation risk. Accordingly, if we develop excess inventory, the inability to liquidate such inventory at prices that allow us to meet margin targets or to recover our costs could have a material adverse effect on our results of operations.

We depend on third parties for supplies of spare parts and accessories

Our used automotive sales business depends on auto manufacturers and independent local third-party suppliers for certain spare parts and accessories we sell. The success of our value-added services is dependent on these suppliers' abilities to anticipate changes in consumer tastes, preferences and requirements and deliver to us in sufficient quantities and on a timely basis the desirable, high-quality and price competitive mix of accessories. Our suppliers' products may fail to meet our customers' expectations due to changes of consumer preferences. We may be unable to maintain a sufficient stock. Our suppliers may increase their prices due to increasing demand for their products from other dealership stores. If we cannot or opt not to procure spare parts and accessories from such third-party suppliers, our profit margin for after-sales services might be adversely affected. Moreover, the spare parts supplied by our suppliers may fail to function properly and as a result, our customers may make claims against us, in which case we may be required to make repairs or pay damages. In the event of any of the above, our margins of these products may be affected, which in turn could adversely affect our results of operations and financial condition.

If our financing services do not achieve sufficient market acceptance, our financial results and competitive position will be harmed.

Our financing business currently focuses on credit financing of used automobile dealers. Funds for this business are provided by our issuance of asset-backed securities collateralized by that credit financing and by peer-to-peer platforms. Many elements of our financing business are relatively unproven, and the internet finance market in China is relatively new, rapidly developing and subject to significant challenges. Although we intend to devote significant resources to expanding our financing business and to develop and offer more innovative products to our clients, we have limited experience with this business model and cannot assure you of its future success. If we fail to address the needs of financing customers, adapt to rapidly evolving market trends or continue to offer innovative products and services, there may not be significant market demand for our financing products and services. In addition, our financing business will continue to encounter risks and difficulties that early stage businesses frequently experience, including the potential failure to cost-effectively expand the size of our customer base, maintain adequate management of risks and expenses, implement our customer development strategies and adapt and modify them as needed, develop and maintain our competitive advantages and anticipate and adapt to changing conditions in China's internet financing industry resulting from mergers and acquisitions involving our competitors or other significant changes in economic conditions, competitive landscape and market dynamics. We have not yet proven the essential elements of profitable operations in our financing business.

Our financing services could fail to attain sufficient market acceptance for many reasons, including but not limited to:

- failure to predict market demand accurately and supply loan products that meet this demand in a timely fashion;
- failure to properly price new loan products;
- defects, errors or failures on our platform;
- negative publicity about our loan products or our platform's performance or effectiveness;
- views taken by regulatory authorities that new products or platform changes do not comply with PRC laws, rules or regulations applicable to us; and
- the introduction or anticipated introduction of competing products by our competitors.

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

We have limited experience in operating a finance business and assessing credit risk. Failure to assess and manage our credit risks or a significant deterioration in the credit quality of our loan portfolio may have a material adverse effect on our business, results of operations and financial condition.

Credit risk is the risk of loss due to adverse changes in a borrower's ability to meet its financial obligations on agreed upon terms. The degree of credit risk will vary based on many factors including the size of the loan, the credit characteristics of the borrower, the contractual terms in the loan documents and the availability and quality of collateral. Credit risk management is based on analyzing the creditworthiness of the borrower, the adequacy of underlying collateral given current events and conditions and the existence and strength of any guarantor support. We have limited experience in designing and operating credit risk control systems, and we may be unable to properly analyze and mitigate the credit risks inherent in our business.

The overall credit quality of our loan portfolio is impacted by factors outside of our control, such as the performance of the Chinese economy. In addition, our credit risk is concentrated heavily in a single small segment of the economy, used automobile dealerships, which may do poorly even as the overall economy is doing well. Economic trends that negatively affect the Chinese economy as a whole or used automobile dealerships in particular could result in deterioration in credit quality of our loan portfolio. A deterioration in the credit quality of our loan portfolio may require us to increase our provision of financing receivable, which increases our cost of revenues and decreases our gross profit.

Our loans to used automobile dealerships are secured by the used automobiles which they hold as inventory. However, foreclosing on collateral and attempting to liquidate it would cause us to incur additional expenses, and the value of the collateral may be impaired by the same economic factors that caused the borrowers to default on their loans, such as reduced demand for used automobiles. In addition, there is constant turnover in the inventory of our borrowers, and we must ensure that the quality of the collateral does not deteriorate. We cannot assure you that the collateral for our loans will be sufficient to significantly mitigate any losses we may suffer from defaulted loans.

We face significant competition in almost every aspect of our business. If we fail to compete effectively, we may lose market share and our business, prospects and results of operations may be materially and adversely affected.

We face significant competition in almost every aspect of our business. In our social networking business that provides multiple services, including live streaming service and other value-added services, we compete with companies and services such as Tencent's WeChat, QQ mobile, and Q-zone, SINA's Weibo, Momo, YY, Huajiao and Douyu. Competition with these services in the mobile landscape is as intense as with their PC counterparts, if not more so. In our financing business, we primarily compete with the companies of providing financing services to individual consumers and dealerships in automobile financing services. In relation to our used automobile sales business, our competitors primarily include the publicly and privately owned used and new car dealers, online and mobile sales platforms, as well as millions of private individuals.

Some of our competitors have significantly larger user bases and more established brand names and may be able to effectively leverage their user bases and brand names to provide integrated internet communication, online games, social networking and other products and services available over the internet via mobile devices and personal computers and increase their market share. We may also face competition from global social networking service providers that seek to enter the China market. Some of our competitors may have longer operating histories and significantly greater financial, technical and marketing resources than we do, and so in turn may have an advantage in attracting and retaining users. If we are not able to effectively compete, our user base and level of user engagement may decrease, which may reduce the number of paying users that purchase our internet value-added services, or IVAS. Similarly, we may be required to spend additional resources to further increase our brand recognition and promote our services in order to compete effectively, especially with respect to marketing other new services to capture market share, which could adversely affect our profitability.

Furthermore, failure of our new financing business to achieve or maintain more widespread market acceptance against our competitors could harm our business and results of operations. Some of our competitors may enjoy greater name recognition or have access to lower cost of funds than we do, particularly commercial banks in China. If we are not able to develop services that are attractive to our target customers and compete effectively, we may not be able to grow our customer base or maintain our margins, which could adversely affect our financial results.

If we fail to continually anticipate user preferences and provide attractive services and applications, we may not be able to increase the size and level of engagement of our SNS user base.

The success of our business depends in part on our ability to grow our SNS user base and keep our users highly engaged. In order to attract and retain users, we must continue to innovate and introduce services and applications that our users find enjoyable. If we fail to anticipate and meet the needs of our users, the size and engagement level of our user base may decrease, as it has done in the last several years. Furthermore, because of the viral nature of social networking, users may switch to our competitors' services more quickly than in other online sectors, despite the fact that it would be time-consuming for them to restart the process of establishing connections with friends and post photos and other content via one of our competitor's services.

We suffered a significant drop in monthly unique log-in users in 2013, and then in average amount of time that unique log-in users spent on our platform in 2014. Our monthly unique log-in users decreased from approximately 41 million in December 2015 to approximately 35 million in December 2016 and then further to approximately 32 million in December 2017. The average amount of time that unique log-in users spent on our platform decreased from approximately 1.8 hours in 2015 to approximately 1.4 hours in 2016 and then increased to approximately 1.6 hours in 2017. Decreases in the number of our users or the amount of time they spend on our platform render our services less attractive to users and may decrease our revenues, which may have a material and adverse effect on our business, financial condition and results of operations.

In addition, since a substantial number of users of our new services and products over the years had already been users of *renren.com* and Renren Mobile App, the two components of our SNS platform, we believe that the new services we may pursue will depend upon our ability to maintain and increase the user base for our SNS platform, the level of user engagement on our platform and the stickiness of our platform. If we are unable to maintain or increase the size and level of engagement of our user base for our SNS platform, the performance of our new services may be materially and adversely affected.

The business opportunities for social networking, internet finance and other internet services in China are continually evolving and may not grow as quickly as expected, in ways that are consistent with other markets, or at all.

Our business and prospects depend on the continual development of emerging internet business models in China, including those for social networking and internet finance. Our main internet services have distinct business models which may differ from models for these businesses in other markets, such as the United States, and that are in varying stages of development and monetization. We cannot assure you that the industries in which we operate in China will continue to grow as rapidly as they have in the past, in ways that are consistent with other markets, or at all. With the development of technology, new internet services may emerge which may render our existing service offerings less attractive to users. The growth and development of the social networking and internet finance industries is affected by numerous factors, such as the macroeconomic environment, regulatory changes, technological innovations, development of internet and internet-based services, users' general online experience, cultural influences and changes in tastes and preferences. If these internet industries do not grow as quickly as expected or at all, or if we fail to benefit from such growth by successfully implementing our business strategies, our business and prospects may be adversely affected.

If we fail to keep up with the technological developments and users' changing requirements, our business and prospects may be materially and adversely affected.

The social networking and internet finance industries are subject to rapid and continual changes in technology, user preferences, such as the movement of our user base from personal computers to mobile devices, the nature of services offered and business models. Our success will depend on our ability to keep up with the changes in technology and user behavior resulting from technological developments. If we do not adapt our services to such changes in an effective and timely manner, we may suffer from decreased user traffic. In addition, if we adopt new technologies which turn out to be less proven, and user experience suffers as a result, our users may use our platform less often. Furthermore, changes in technologies may require substantial capital expenditures in product development as well as in modification of products, services or infrastructure. We may not successfully execute our business strategies due to a variety of reasons such as technical hurdles, misunderstanding or erroneous prediction of market demand or lack of necessary resources. Failure to keep up with technological developments may result in our platform being less attractive, which in turn may materially and adversely affect our business and prospects.

The laws and regulations governing internet financing services in China are evolving and subject to changes. If our practices are deemed to violate any PRC laws or regulations, our business, financial conditions and results of operations would be materially and adversely affected.

China has tightened regulation of internet financing services since mid-2015. The PRC government and relevant regulatory authorities have issued various laws and regulations governing the internet financing service. See “Regulation—Regulations Relating to Internet Financing Service” for details of regulations in this industry.

In July 2015, ten PRC regulatory agencies, including the People’s Bank of China, the Ministry of Industry and Information Technology, or the MIIT, and the China Banking Regulatory Commission, jointly issued the Guidelines on Promoting the Healthy Development of Internet Finance, or the Guidelines. In August 2016, four PRC regulatory agencies, including the China Banking Regulatory Commission, the MIIT, the Ministry of Public Security and Cyberspace Administration of China, jointly published the Interim Measures on the Administration of Business Activities of Peer-to-Peer Lending Information Intermediaries, which we refer to as the Interim Measures. According to the Guidelines and the Interim Measures, intermediaries that provide online lending information services may not engage in certain activities, including, among others, (i) fund-raising for the online lending information intermediaries themselves, (ii) holding investors’ funds or setting up capital pools with investors’ funds, (iii) providing security or guarantee to investors as to the principals and returns of the investment, (iv) issuing or selling any wealth management products, (v) splitting the terms of any financing project, (vi) securitization, (vii) promoting its financial products on physical premises and (viii) equity crowd-funding. The Interim Measures also require the intermediaries that provide online lending information services to strengthen their risk management and enhance screening and verifying efforts on the customers’ and investors’ information.

Notice on Regulating and Rectifying “Cash Loan” Business, which was released in December 2017, requires network micro loan companies to suspend the funding of micro-loans with no specific consumption scenario or designated use of loan proceeds, gradually reduce the volume of the existing business relating to such loans and take rectification measures in a period to be separately specified by the competent governmental authorities. The Notice on Regulating and Rectifying “Cash Loan” Business also prohibits online lending information intermediaries from facilitating loans with no designated use of loan proceeds. The banking financial institutions are also prohibited from providing loans with no designated use of loan proceeds under the relevant PRC laws and regulations. With respect to the loans that are facilitated through our services and are not borrowed to finance a particular customer purchase, we and lenders require borrowers to select in their loan applications one of the specified permissible uses of loan proceeds, such as purchase of cars, and we have started to take reasonable measures to track the actual use of the loans. However, it is unclear whether such personal loans would be deemed as loans with no designated use of loan proceeds and thus be subject to the foregoing requirement of the Notice on Regulating and Rectifying “Cash Loan” Business. If such personal loans were deemed as loans with no designated use of loan proceeds, the financial institution lenders would also need to take necessary measures to track the actual use of loans and may require us to cooperate with them and upgrade our system, both of which could cause us to incur substantial additional expenses. If we were unable to effectively implement the foregoing or other rectification measures, we might need to reduce or even cease the funding and facilitation of such personal loans, which would cause material and adverse impact on our online loan facilitation service business.

In addition to the Guidelines, the Interim Measures and the Notice on Regulating and Rectifying “Cash Loan” Business, there are certain other rules, laws and regulations relevant or applicable to the internet financing service industry, including the PRC Contract Law, the General Principles of the Civil Law of the PRC, and related judicial interpretations promulgated by the Supreme People’s Court. See “Regulation—Regulations on Internet Finance Services.” Due to the lack of detailed rules and the fact that the rules, laws and regulations are expected to continue to evolve in this newly emerging industry, we cannot be certain if any of our existing practices would be deemed to be within the scope of such rules, laws and regulations relevant or applicable to the online peer-to-peer lending service industry and, as such, would not be deemed to violate any existing or future rules, laws and regulations.

The size and level of Renren user engagement on mobile devices depend upon effective operation with mobile operating systems, networks, and standards that we do not control.

We are dependent on the interoperability of Renren with popular mobile operating systems that we do not control, such as iOS, Android and Windows, and any changes in such systems that degrade our products’ functionality or give preferential treatment to competitive products could adversely affect Renren usage on mobile devices. Additionally, in order to deliver high quality mobile products, it is important that our products work well with a range of mobile technologies, systems, networks, and standards that we do not control. We may not be successful in developing relationships with key participants in the mobile industry or in developing products that operate effectively with these technologies, systems, networks, or standards. In the event that it is more difficult for our users to access and use Renren on their mobile devices, or if our users choose not to access or use Renren on their mobile devices or use mobile products that do not offer access to Renren, our user engagement could be harmed.

If we fail to maintain and enhance our Renren and other brands, or if we incur excessive expenses in this effort, our business, results of operations and prospects may be materially and adversely affected.

We believe that maintaining and enhancing our Renren and other brands is of significant importance to the success of our business. Well-recognized brands are critical to increasing the number and the level of engagement of our users. Since we operate in a highly competitive market, maintaining and enhancing our brands directly affects our ability to maintain our market position. We have conducted and may continue to conduct various marketing and brand promotion activities, both through cooperation with our business partners and through more traditional methods, such as television advertisements. We cannot assure you, however, that these activities will be successful or that we will be able to achieve the brand promotion effect we expect. In addition, any negative publicity in relation to our services or products, regardless of its veracity, could harm our brands and the perception of our brands in the market.

During the course of the audit of our consolidated financial statements, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting. If we fail to re-establish and maintain an effective system of internal control over financial reporting, our ability to accurately and timely report our financial results or prevent fraud may be adversely affected, and investor confidence and the market price of our ADSs may be adversely impacted.

We are subject to reporting obligations under the U.S. securities laws. The Securities and Exchange Commission, or the SEC, adopted rules pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 requiring every public company to include a management report on such company’s internal control over financial reporting in its annual report, which contains management’s assessment of the effectiveness of our internal control over financial reporting.

We and our independent registered public accounting firm, in connection with the preparation and external audit of our consolidated financial statements for the year ended December 31, 2015, identified two material weaknesses in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company’s annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses identified were related to (i) lack of implementation of adequate supervisory review controls over the accounting and measurement of complex investments; and (ii) lack of implementation of effective control activities over the then newly launched internet finance business to ensure the timely communication of sufficient information to the financial reporting team for certain accounting matters. Accordingly, we hired additional staff with relevant accounting experience, skills and knowledge in the preparation of financial statements under the requirement of U.S. GAAP to internet finance business, and updated our internet finance accounting policies and procedures manual in accordance with U.S. GAAP in 2015.

We and our independent registered public accounting firm, in connection with the preparation and external audit of our consolidated financial statements for the year ended December 31, 2016, identified a material weakness related to inadequate controls designed over the accounting and measurement of investments and the proposed complex transactions relating to the disposition of investment assets, to ensure that these transactions are accounted for in conformity with U.S. GAAP. We refer to these proposed complex transactions as the Transaction. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.” Following the identification of the material weakness, we took measures to remedy it. Specifically, on December 22, 2016, our board of directors formed a special committee to evaluate the fairness of the Transaction and ultimately to decide whether to approve it, and the special committee further retained an external financial advisor and external U.S. counsel to review the Transaction and to ensure that the measurement of the investments involved was performed properly. Accordingly, as of December 31, 2017, we concluded that the material weakness related to the measurement of investment assets and the Transaction had been remediated.

We and our independent registered public accounting firm, in connection with the preparation and external audit of our consolidated financial statements for the year ended December 31, 2017, identified a material weakness related to inadequate controls designed over the accounting of significant, unusual and complex transactions to ensure that those transactions are properly accounted for in accordance with U.S. GAAP. See “Item 15. Controls and Procedures—Management’s Annual Report on Internal Control over Financial Reporting.” Measures that we implement to address this material weakness and other control deficiencies in our internal control over financial reporting might not fully address them, and we might not be able to conclude that they have been fully remedied.

Failure to correct the material weakness and other control deficiencies or failure to discover and address any other control deficiencies could result in inaccuracies in our consolidated financial statements and could also impair our ability to comply with applicable financial reporting requirements and make related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, may be materially and adversely affected. Due to the material weakness in our internal control over financial reporting as described above, our management concluded that our internal control over financial reporting was not effective as of December 31, 2017. This could adversely affect the market price of our ADSs due to a loss of investor confidence in the reliability of our reporting processes.

In addition, we excluded certain recent acquisitions from the scope of our management’s evaluation of internal control over financial reporting, in line with SEC guidance and as described in “Item 15. Controls and Procedures—Management’s Annual Report on Internal Control over Financial Reporting.” If we had not done so, it is possible that we would have had more than one material weakness as of December 31, 2017. If we do not identify and resolve any material weaknesses that may be related to these acquisitions, then we may be unable to conclude that our internal control over financial reporting is effective as of December 31, 2018.

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

Our success depends on the continuous effort and services of our experienced senior management team, in particular Mr. Joseph Chen, our founder, chairman and chief executive officer, and Mr. James Jian Liu, our executive director and chief operating officer. If one or more of our executive officers or other key personnel are unable or unwilling to continue to provide us with their services, we may not be able to replace them easily or at all. Our business may be severely disrupted, our financial condition and results of operations may be materially and adversely affected. Competition for management and key personnel is intense and the pool of qualified candidates is limited. We may not be able to retain the services of our executive officers or key personnel, or attract and retain experienced executive officers or key personnel in the future. If any of our executive officers or key employees join a competitor or forms a competing company, we may lose know-how and key professionals and staff members. Each of our executive officers and key employees has entered into an employment agreement with us, which contains non-competition provisions. However, if any dispute arises between us and our executive officers or key employees, these agreements may not be enforceable in China, where these executive officers and key employees reside, in light of uncertainties relating to China’s laws and legal system. See “—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

Our performance and future success also depend on our ability to identify, hire, develop, motivate and retain highly skilled personnel for all areas of our organization. Competition in the SNS and used automobile industries for qualified employees, including technical personnel capable of designing innovative services and products, is intense, and if competition in these industries further intensifies, it may be more difficult for us to hire, motivate and retain highly skilled personnel. If we do not succeed in attracting additional highly skilled personnel or retaining or motivating our existing personnel or if we must incur significantly greater expenses to recruit, train and retain personnel, we may be unable to grow effectively or at all.

Content posted or displayed on our websites may be found objectionable by PRC regulatory authorities and may subject us to penalties and other severe consequences.

The PRC government has adopted regulations governing internet access and the distribution of information over the internet. Under these regulations, internet content providers and internet publishers are prohibited from posting or displaying over the internet content that, among other things, violates PRC laws and regulations, impairs the national dignity of China or the public interest, or is obscene, superstitious, fraudulent or defamatory. Furthermore, internet content providers are also prohibited from displaying content that may be deemed by relevant government authorities as “socially destabilizing” or leaking state secrets of the PRC. Failure to comply with these requirements may result in fines, the revocation of licenses to provide internet content and other licenses, the closure of the concerned websites and reputational harm. In April 2015, we were fined RMB 50,000 (US\$7,685) after certain user uploaded content was deemed to be obscene. The website operator may also be held liable for such censored information displayed on or linked to their website. For a detailed discussion, see “Item 4.B—Business Overview—Regulation—Regulations on Value-Added Telecommunications Services,” “Item 4.B—Business Overview—Regulation—Regulations on Internet Content Services” and “Item 4.B—Business Overview—Regulation—Regulations on Information Security.”

Through our SNS platform, we allow users to upload content on our platform, including via message boards, blogs, email, chat rooms, or image-sharing webpages, and also allow users to share, link to and otherwise access audio, video and other content from other websites. In addition, we allow users to download, share and otherwise access games and other applications on and through our platform, including through our Renren Open Platform program. After a user registers and before each upload, we require the user to click a box to confirm that the user has read and agreed to be bound by our copyright agreement. Pursuant to the copyright agreement, the user warrants that the content to be uploaded does not violate any laws or regulations or any third-party rights. If we discover that any uploaded content is inappropriate, we can delete or revise the content, or terminate the user account. In addition, we remove user uploads when we are notified or made aware, by copyright owners or from other sources, of copyright infringements or other illegal uploads. For a description of how content can be accessed on or through our SNS platform, and what measures we take to lessen the likelihood that we will be held liable for the nature of such content, see and “—Risks Related to Our Business and Industry—We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our websites or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.”

Our live streaming services enable performers to broadcast their performances live over the internet. We have a team of employees who monitor the content of these performances to identify and shut down any performances that violate the applicable laws or regulations. If we fail to identify an illegal performance as it is occurring or fail to take appropriate action at that time, we may be held liable for it.

Failure to identify and prevent illegal or inappropriate content from being displayed on or through our websites for internet users or mobile users may subject us to liability or reduce our revenues. In addition, these laws and regulations are subject to interpretation by the relevant authorities, and it may not be possible to determine in all cases the types of content that could result in our liability as a website operator. To the extent that PRC regulatory authorities find any content displayed on or through our websites objectionable, they may require us to limit or eliminate the dissemination or availability of such content on our websites in the form of take-down orders or otherwise. Such regulatory authorities may also impose penalties on us based on content displayed or made available through our websites in cases of material violations, including a revocation of our operating licenses or a suspension or shutdown of our online operations, which would materially and adversely affect our business, results of operations and reputation. Moreover, the costs of compliance with these regulations may continue to increase as a result of more content being uploaded or made available by an increasing number of users and third-party partners and developers.

Concerns about collection and use of personal data could damage our reputation and deter current and potential users from using our services.

As of December 31, 2017, our platform had accumulated a total of approximately 7.5 billion photos and 45.5 billion comments or reviews. Under our privacy policy, we will not provide any of our users’ personal information to any unrelated third party without our users’ prior consent. While we strive to comply with our privacy guidelines as well as all applicable data protection laws and regulations, any failure or perceived failure to comply may result in proceedings or actions against us by government entities or others, and could damage our reputation. User and regulatory attitudes towards privacy are evolving, and future regulatory or user concerns about the extent to which personal information can be shared may adversely affect our ability to share data. Concerns about the security of personal data could also lead to a decline in general internet usage, which could lead to lower user traffic on our platform. A significant reduction in user traffic could lead to lower IVAS revenues, which could have a material adverse effect on our business, financial condition and results of operations.

We could be liable for any breach of security relating to our payment platforms or the third-party online payment platforms we use, and concerns about the security of internet transactions could damage our reputation, deter current and potential users from using our platform and have other adverse consequences to our business.

Currently, we sell a substantial portion of our virtual currency and other paid services and applications to our users through third-party online payment platforms using the internet or mobile networks. In all these online payment transactions, secured transmission of confidential information over public networks is essential to maintain consumer confidence. In addition, we expect that an increasing amount of our sales will be conducted over the internet as a result of the growing use of online payment systems. As a result, associated online fraud will likely increase as well. Our current security measures and those of the third parties with whom we transact business may not be adequate. We must be prepared to increase and enhance our security measures and efforts so that our users have confidence in the reliability of the online payment systems that we use, which will impose additional costs and expenses and may still not guarantee complete safety. In addition, we do not have control over the security measures of our third-party online payment vendors. Although we have not in the past experienced material security breaches of the online payments that we use, such security breaches could expose us to litigation and possible liability for failing to secure confidential customer information and could, among other things, damage our reputation and the perceived security of the online payment systems that we use.

Spammers and malicious applications may make our services less user-friendly.

Spammers may use our platform and services to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make usage of our services and networks more time-consuming and less user-friendly. As a result, our users may use our services less or stop using them altogether. As part of fraudulent spamming activities, spammers typically create multiple user accounts, such as accounts being set-up for the purposes of sending spam messages. Although we have technologies and employees that attempt to identify and delete accounts created for spamming purposes, we may not be able to eliminate all spam messages from being sent on our platform.

Advertisements shown on our websites may subject us to penalties and other administrative actions.

Under PRC advertising laws and regulations, we are obligated to monitor the advertising content shown on our websites to ensure that such content is true and accurate and in full compliance with applicable laws and regulations. In addition, where a special government review is required for specific types of advertisements prior to website posting, such as advertisements relating to pharmaceuticals, medical instruments, agrochemicals and veterinary pharmaceuticals, we are obligated to confirm that such review has been performed and approval has been obtained. Violation of these laws and regulations may subject us to penalties, including fines, confiscation of our advertising income, orders to cease dissemination of the advertisements and orders to publish an announcement correcting the misleading information. In circumstances involving serious violations by us, PRC governmental authorities may force us to terminate our advertising operations or revoke our licenses.

While significant efforts have been made to ensure that the advertisements shown on our websites are in full compliance with applicable PRC laws and regulations, we cannot assure you that all the content contained in such advertisements or offers is true and accurate as required by the advertising laws and regulations, especially given the uncertainty in the interpretation of these PRC laws and regulations. If we are found to be in violation of applicable PRC advertising laws and regulations, we may be subject to penalties and our reputation may be harmed, which may have a material and adverse effect on our business, financial condition, results of operations and prospects.

Online communications among our users may lead to personal conflicts, which could damage our reputation, lead to government investigation and have a material and adverse effect on our business.

Our users engage in highly personalized exchanges over our platform. Users who have met online through our services may become involved in emotionally charged situations and could suffer adverse moral, emotional or physical consequences. Such occurrences could be highly publicized and have a significant negative impact on our reputation. Government authorities may require us to discontinue or restrict those services that would have led, or may lead, to such events. As a result, our business may suffer and our user base, revenues and profitability may be materially and adversely affected.

We rely on third parties to provide a number of important services in connection with our business, and any disruption to the provision of these services to us could materially and adversely affect our business and results of operations.

Our business is to a significant extent dependent upon services provided by third parties and business relationships with third parties.

In our financing business, we work with third parties who provide us data concerning creditworthiness, identification and other relevant information that we use to review and select qualified borrowers. If this information becomes more expensive to access or becomes unavailable, our costs would increase or we may need to find alternative sources. If this information is outdated, incomplete or inaccurate, we might incorrectly judge borrowers' actual creditworthiness, and we might approve unqualified borrowers or disapprove qualified borrowers. As a result, we may inaccurately price the loans that we facilitated and our control over our default rates would be adversely affected, which would harm our business.

To strengthen risk control, we also outsource some functions of our business to third parties. They verify the authenticity of the materials borrowers provide, perform due diligence on target companies, do examinations after providing loans, do asset supervision and collect late payments. These partners may not perform as expected under our agreements with them, and it is difficult for us to monitor and supervise their performance. If they increase the price they charge to work with us, our costs would increase or we would have to look for other partners. There is also a risk of unclear allocation of responsibilities, which could cause inefficiencies and delays. If we cannot maintain effective relationships with these third parties, our business will also be harmed.

If the third parties on whom we rely fail to provide their services effectively, terminate their service or license agreements or discontinue their relationships with us, we could suffer service interruptions, reduced revenues or increased costs, any of which may have a material adverse effect on our business, financial condition and results of operations. Certain third-party service providers could be difficult and costly to replace, and any disruption to the provision of these services to us may have a material adverse effect on our business, financial condition and results of operations.

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

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

In addition, we have no control over the costs of the services provided by telecommunication service providers. If the prices we pay for telecommunications and internet services rise significantly, our results of operations may be materially and adversely affected. Furthermore, if internet access fees or other charges to internet users increase, our user traffic may decline and our business may be harmed.

Changes in the policies, guidelines or practice of mobile network operators or the PRC government with respect to mobile applications and other content may negatively affect our business operations for mobile applications.

We rely on PRC mobile network operators, directly and indirectly, to distribute our products to our users. The mobile telecommunication business in China is highly concentrated and major mobile network operators, such as China Mobile, may from time to time issue new policies or change their business practices, requesting or stating their preferences for certain actions to be taken by all mobile service providers using their networks. In addition, the PRC government may also implement new policies or change existing policies regulating the mobile telecommunication business. Such new policies or changes may negatively affect our business operations for mobile applications.

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

Our ability to provide our users with a high quality online experience depends on the continuing operation and scalability of our network infrastructure and information technology systems. We face a number of risks in this area. For example, our systems are potentially vulnerable to damage or interruption as a result of natural disasters, power loss, telecommunications failures and similar events. We may also encounter problems when upgrading our systems or services and undetected programming errors could adversely affect the performance of the software we use to provide our services. In addition, we rely on servers, data centers and other network facilities provided by third parties, and the limited availability of third-party providers with sufficient capacity to house additional network facilities and broadband capacity in China may lead to higher costs or limit our ability to offer certain services or expand our business.

These and other events have led and may in the future lead to interruptions, decreases in connection speed, degradation of our services or the permanent loss of user data and uploaded content. If we experience frequent or persistent service disruptions, whether caused by failures of our own systems or those of third-party service providers, our reputation or relationships with our users may be damaged and our users may switch to our competitors, which may have a material adverse effect on our business, financial condition and results of operations.

Computer malware, viruses, hacking and phishing attacks, and spamming could harm our business and results of operations.

Computer malware, viruses, and computer hacking and phishing attacks have become more prevalent in our industry and may occur on our systems in the future. For example, in December 2011, through hacking a third-party CDN provider, a computer hacker was able to access the data of over six million internet users from a number of major internet websites in China, including our website. We responded to this incident by notifying our users of the incident and advising them to change their log-in details. Because the techniques used by hackers to access or sabotage networks change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques. Any failure to maintain performance, reliability, security, and availability of our products and technical infrastructure to the satisfaction of our users may harm our reputation and our ability to retain existing users and attract new users. Our business could be subject to significant disruption and our results of operations may be affected.

In addition, spammers attempt to use our products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make our internet platform less user-friendly. We cannot be certain that the technologies and employees that we have to attempt to defeat spamming attacks will be able to eliminate all spam messages from being sent on our platform. As a result of spamming activities, our users may use our internet platform less or stop using our products altogether.

We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our websites or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.

Internet, technology and media companies are frequently involved in litigation based on allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of other parties' rights. The validity, enforceability and scope of protection of intellectual property rights in internet-related industries, particularly in China, are uncertain and still evolving. As we face increasing competition and as litigation becomes more common in China in resolving commercial disputes, we face a higher risk of being the subject of intellectual property infringement claims. For example, in November 2014, a digital entertainment copyright agency company filed a complaint with Apple's Appstore claiming copyright infringement of their clients' musical works by *renren.com's* Renren Radio service. Pursuant to Apple's dispute resolution policy, our Renren Mobile App was temporarily removed from Apple's Appstore, and it was restored after our timely response to the claimant resolved the dispute.

Intellectual property claims and litigation are expensive and time-consuming to investigate and defend, and may divert resources and management attention from the operation of our business. Such claims, even if they do not result in liability, may harm our reputation. Any resulting liability or expenses, or changes required to our websites to reduce the risk of future liability, may have a material adverse effect on our business, financial condition and prospects.

We may be subject to patent infringement claims with respect to our SNS platform.

Our technologies and business methods, including those relating to our SNS platform, may be subject to third-party claims or rights that limit or prevent their use. Certain U.S.-based companies have been granted patents in the United States relating to SNS platforms and similar business methods and related technologies. While we believe that we are not subject to U.S. patent laws since we conduct our business operations outside of the United States, we cannot assure you that U.S. patent laws would not be applicable to our business operations, or that holders of patents relating to a SNS platform would not seek to enforce such patents against us in the United States or China. For example, we are aware that Facebook applied for a number of patents relating to its social networking system and methodologies, platform and other related technologies. In addition, many parties are actively developing and seeking protection for internet-related technologies, including seeking patent protection in China. There may be patents issued or pending that are held by others that relate to certain aspects of our technologies, products, business methods or services. Although we do not believe we infringe third-party patents, the application and interpretation of China's patent laws and the procedures and standards for granting patents in China are still evolving and involve uncertainty. Any patent infringement claims, regardless of their merits, could be time-consuming and costly to us. If we were sued for patent infringement claims with respect to our SNS platform and were found to infringe such patents and were not able to adopt non-infringing technologies, we may be severely limited in our ability to operate our SNS platform, which would have a material adverse effect on our results of operations and prospects.

Our own intellectual property rights may be infringed, which could materially and adversely affect our business and results of operations.

We rely on a combination of monitoring and enforcement of trademark, patent, copyright and trade secret protection laws in the PRC and other jurisdictions, as well as through confidentiality agreements and procedures, to protect our intellectual property rights. Despite our precautions, third parties may obtain and make unauthorized use of our intellectual property, which includes trademarks related to our brands, products and services, patent applications, registered domain names, copyrights in software and creative content, trade secrets and other intellectual property rights and licenses. Historically, the legal system and courts of the PRC have not protected intellectual property rights to the same extent as the legal system and courts of the United States, and companies operating in the PRC continue to face an increased risk of intellectual property infringement. Furthermore, the validity, application, enforceability and scope of protection of intellectual property rights for many internet-related activities, such as internet commercial methods patents, are uncertain and still evolving in China and abroad, which may make it more difficult for us to protect our intellectual property and could have a material adverse effect on our business, financial condition and results of operations.

We have granted, and may continue to grant, share options and restricted shares under our equity incentive plans, which may result in increased share-based compensation expenses.

We have adopted five equity incentive plans for Renren Inc. in 2006, 2008, 2009, 2011 and 2016. As of February 28, 2018, options to purchase a total of 149,711,391 ordinary shares of Renren Inc. were outstanding. For the years ended December 31, 2015, 2016 and 2017, we recorded US\$28.2 million, US\$23.5 million and US\$28.0 million, respectively, in share-based compensation expenses. As of December 31, 2017, we had US\$22.1 million of unrecognized share-based compensation expenses relating to share options, which are expected to be recognized over a weighted average vesting period of 1.7 years, and US\$10.3 million of unrecognized share-based compensation expenses relating to non-vested restricted shares, which are expected to be recognized over a weighted average vesting period of 2.1 years. On August 24, 2017, our compensation committee approved a reduction in the exercise price for all outstanding options previously granted by our company with an exercise price higher than \$0.478 per ordinary share to \$0.478 per share. We accounted for this reduction as a share option modification which required the remeasurement of these share options at the time of the modification. The total incremental cost as a result of the modification was US\$10.4 million. The incremental cost related to vested options amounted to US\$7.4 million and was recorded in the consolidated statements of operations during the year ended December 31, 2017. The incremental cost related to unvested options amounted to US\$3.0 million and will be recorded over the remaining service period. We believe the granting of share options and restricted shares is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share options and restricted shares to key personnel and employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

Our quarterly revenues and operating results may fluctuate, which makes our results of operations difficult to predict and may cause our quarterly results of operations to fall short of expectations.

Our quarterly revenues and operating results have fluctuated in the past and may continue to fluctuate depending upon a number of factors, many of which are out of our control. For these reasons, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. Our quarterly and annual revenues and costs and expenses as a percentage of our revenues may be significantly different from our historical or projected rates. Our operating results in future quarters may fall below expectations. Any of these events could cause the price of our ADSs to fall. Other factors that may affect our financial results include, among others:

- global economic conditions;
- our ability to enhance user experience and maintain and increase user traffic;
- the growth of the social networking industry in China;
- our ability to monetize the mobile versions of our applications and services;
- our ability to develop financing services;
- the growth of the internet finance industry in China;
- the growth of the used automobile industry in China;
- competition in our industries in China;
- changes in government policies or regulations, or their enforcement;
- geopolitical events or natural disasters such as war, threat of war, earthquake or epidemics;
- losses from or impairment of our equity method investments; and
- decreases in market value or impairment of our marketable securities.

Seasonal fluctuations and industry cyclicality have affected, and are likely to continue to affect, our financing business. See “Item 4. Information on the Company—Seasonality.” We expect that seasonal fluctuations and industry cyclicality will continue to cause our quarterly and annual operating results to fluctuate.

We have limited business insurance coverage.

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

Risks Related to Our Corporate Structure and the Regulation of our Business

If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

Current PRC laws and regulations place certain restrictions on foreign ownership of companies that engage in internet businesses, including the provision of social networking services. Specifically, foreign ownership of internet service providers or other value-added telecommunication service providers may not exceed 50%. In addition, according to the Several Opinions on the Introduction of Foreign Investment in the Cultural Industry promulgated by the Ministry of Culture, the State Administration of Radio, Film and Television, or the SARFT, the General Administration of Press and Publication, or the GAPP, the National Development and Reform Commission and the Ministry of Commerce in June 2005, foreign investors are prohibited from investing in or operating any internet cultural operating entities.

We conduct our SNS and live streaming operations in China principally through a set of contractual arrangements between our wholly owned PRC subsidiary, Qianxiang Shiji Technology Development (Beijing) Co., Ltd., or Qianxiang Shiji, and its consolidated affiliated entity, Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, and Qianxiang Tiancheng's shareholders. Beijing Qianxiang Wangjing Technology Development Co., Ltd., or Qianxiang Wangjing, is Qianxiang Tiancheng's wholly owned subsidiary and the operator of our *renren.com* website and holds the licenses and permits necessary to conduct our SNS and online advertising business in China.

We conduct our financing business operations in China principally through a set of contractual arrangements between our wholly owned PRC subsidiary, Shanghai Renren Automobile Technology Development Co., Ltd., or Renren Automobile, and its consolidated affiliated entity, Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd., or Qianxiang Changda, and Qianxiang Changda's shareholders.

We conduct our used automobile dealership operations in China principally through a set of contractual arrangements between Renren Automobile and its consolidated affiliated entity, Shanghai Jieying Automobile Sales Co., Ltd., or Shanghai Jieying, and Shanghai Jieying's shareholders.

We hold most of our minority equity investments in the PRC through another set of contractual arrangements between our wholly owned PRC subsidiary, Qianxiang Lianhe Technology Development (Beijing) Co., Ltd., or Qianxiang Lianhe, and its consolidated affiliated entity, Beijing Qianxiang Yixin Technology Development Co., Ltd., or Qianxiang Yixin, and Qianxiang Yixin's shareholders.

Our contractual arrangements described above enable us to exercise effective control over Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying and Qianxiang Yixin, as well as their respective subsidiaries, and hence we treat these entities as our consolidated affiliated entities and consolidate their results. For a detailed discussion of these contractual arrangements, see "Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities."

Based on the advice of TransAsia Lawyers, our PRC legal counsel, the corporate structure of our consolidated affiliated entities and our subsidiaries in China comply with all existing PRC laws and regulations. However, as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations, we cannot assure you that the PRC government would agree that our corporate structure or any of the above contractual arrangements comply with PRC licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations. If the PRC government determines that we do not comply with applicable laws and regulations, it could:

- revoke the business and operating licenses of our subsidiaries, our consolidated affiliated entities and their subsidiaries;
- discontinue or restrict any related-party transactions between our subsidiaries, our consolidated affiliated entities and their subsidiaries;
- impose fines on us or impose additional conditions or requirements on us with which we may not be able to comply;
- require us to revise our ownership structure or restructure our operations; and
- restrict or prohibit our use of the proceeds of any additional public offering to finance our business and operations in China.

The imposition of any of these penalties may result in a material and adverse effect on our ability to conduct our business. If any of these penalties results in our inability to direct the activities of our consolidated affiliated entities and the subsidiaries that most significantly impact their economic performance, or results in our failure to receive the economic benefits from our consolidated affiliated entities and their subsidiaries, we may not be able to consolidate the consolidated affiliated entities and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. In the fiscal years ended December 31, 2015, 2016 and 2017, our consolidated affiliated entities and their subsidiaries contributed in the aggregate 94.9%, 97.8% and 89.7%, respectively, of our consolidated net revenues.

We rely on contractual arrangements with consolidated affiliated entities for our China operations, which may not be as effective in providing operational control as direct ownership. Any failure by our affiliated entities or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business and financial condition.

We have relied and expect to continue to rely on contractual arrangements with our affiliated entities to operate our businesses in China. For a description of these contractual arrangements, see “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.” These contractual arrangements may not be as effective in providing us with control over these affiliated entities as direct ownership. If we had direct ownership of our consolidated affiliated entities, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of each of these entities, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by our consolidated affiliated entities and their respective shareholders of their obligations under their respective contracts to exercise control over our affiliated entities. Therefore, our contractual arrangements with our affiliated entities may not be as effective in ensuring our control over our China operations as direct ownership would be.

If our consolidated affiliated entities or their respective shareholders fail to perform their respective obligations under the contractual arrangements of which they are a party, we may have to incur substantial costs and resources to enforce our rights under the contracts, and rely on legal remedies under PRC law, including seeking specific performance or injunctive relief and claiming damages, which may not be effective. For example, if the shareholders of our consolidated affiliated entities were to refuse to transfer their equity interests in our consolidated affiliated entities to us or our designee when we exercise the call 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 action to compel them to perform their respective contractual obligations.

All of these contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would incur additional expenses and delay. In the event we are unable to enforce these contractual arrangements, we may not be able to exert effective control over our affiliated entities, and our ability to conduct our business may be severely and negatively affected.

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

Under PRC laws and regulations, arrangements and transactions between related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between our wholly owned subsidiaries in China and our consolidated affiliated entities in China do not represent arm’s-length prices and consequently adjust our consolidated affiliated entities’ 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 our consolidated affiliated entities for PRC tax purposes, which could in turn increase their respective tax liabilities. In addition, the PRC tax authorities may impose late payment fees and other penalties on our consolidated affiliated entities for any unpaid taxes. Our consolidated net income may be materially and adversely affected if our affiliated entities’ tax liabilities increase or if they are subject to late payment fees or other penalties.

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

The shareholders of our consolidated affiliated entities include Ms. Jing Yang, Mr. James Jian Liu, Mr. Thomas Jintao Ren and Ms. Rita Rui Yi. Ms. Jing Yang is a shareholder of Qianxiang Tiancheng, Qianxiang Changda and Qianxiang Yixin; Mr. James Jian Liu is a shareholder of Qianxiang Tiancheng, Qianxiang Changda, Qianxiang Yixin and Guangzhou Xiuxuan Brokers Co., Ltd., or Guangzhou Xiuxuan; and Mr. Thomas Jintao Ren and Ms. Rita Rui Yi are the shareholders of Shanghai Jieying.

Ms. Jing Yang is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer; Mr. James Jian Liu is our executive director and chief operating officer; Mr. Thomas Jintao Ren is our chief financial officer; and Ms. Rita Rui Yi is our vice president in charge of human resources.

Conflicts of interest may arise between the dual role of Mr. James Jian Liu as a director and officer of our company and as shareholder of our consolidated affiliated entities Qianxiang Tiancheng, Qianxiang Changda, Qianxiang Yixin and Guangzhou Xiuxuan.

Conflicts of interest may also arise between the interests of Ms. Jing Yang as shareholder of Qianxiang Tiancheng, Qianxiang Changda and Qianxiang Yixin and as the wife of our founder and chief executive officer. Furthermore, if Ms. Jing Yang experiences domestic conflict with Mr. Joseph Chen, she may have little or no incentive to act in the interest of our company, and she may not perform her obligations under the contractual arrangements she has entered into with Qianxiang Shiji, Renren Automobile and Qianxiang Lianhe.

Conflicts of interest may arise between the dual role of both Mr. Thomas Jintao Ren and Ms. Rui Yi as officers of our company and as shareholders of our consolidated affiliated entity Shanghai Jieying.

Officers of our company owe a duty of loyalty and care to our company and to our shareholders as a whole under Cayman Islands law. We cannot assure you, however, that when conflicts arise, shareholders of our consolidated affiliated entities will act in the best interests of our company or that conflicts will be resolved in our favor. If we cannot resolve any conflicts of interest or disputes between us and these shareholders, we would have to rely on legal proceedings, which may be expensive, time-consuming and disruptive to our operations. There is also substantial uncertainty as to the outcome of any such legal proceedings.

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

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

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

The “variable interest entity” structure, or VIE structure, has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. See “If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.” and “Item 4.C—Information on the Company—Organizational Structure.” Under the draft Foreign Investment Law, variable interest entities that are controlled via contractual arrangement would also be deemed as FIEs, if they are ultimately “controlled” by foreign investors. Therefore, for any companies with a VIE structure in an industry category that is on the “negative list,” the VIE structure may be deemed legitimate only if the ultimate controlling person(s) is/are of PRC nationality (either PRC companies or PRC citizens). Conversely, if the actual controlling person(s) is/are of foreign nationalities, then the variable interest entities will be treated as FIEs and any operation in the industry category on the “negative list” without market entry clearance may be considered as illegal. There are uncertainties as to whether the Foreign Investment Law, once it is enacted, will have retrospective effect on existing VIE structures such as ours, or whether it will grant real and full grandfathering and grace periods for such existing VIE structures.

It is likely that we would not be considered as ultimately controlled by Chinese parties, as our U.S. record shareholders hold over 50% of our total voting power. The draft Foreign Investment Law has not taken a position on what actions will be taken with respect to the existing companies with a VIE structure, whether or not these companies are controlled by Chinese parties, while it is soliciting comments from the public on this point. Moreover, it is uncertain whether the internet industry, in which our variable interest entities operate, will be subject to the foreign investment restrictions or prohibitions set forth in the “negative list” to be issued. The value-added telecommunication services, which we conduct through our VIEs, is subject to foreign investment restrictions set forth in the Catalogue for the Guidance of Foreign Investment Industries issued by the National Development and Reform Commission and the Ministry of Commerce in March, 2017, or the Catalogue. It is unclear whether the new “negative list” will be different from the Catalogue. If the enacted version of the Foreign Investment Law and the final “negative list” mandate further actions, such as Ministry of Commerce market entry clearance or certain restructuring of our corporate structure and operations, to be completed by companies with existing VIE structure like us, we face substantial uncertainties as to whether these actions can be timely completed, or at all, and our business and financial condition may be materially and adversely affected.

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

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

We are a holding company, and we may rely on dividends and other distributions on equity to be paid by our wholly owned PRC subsidiaries, particularly Qianxiang Shiji, for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If our wholly owned 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, wholly foreign-owned enterprises in the PRC such as Qianxiang Shiji may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise such as Qianxiang Shiji is required to set aside at least 10% of their accumulated after-tax profits each year, if any, to fund certain statutory reserve funds, until the aggregate amount of such a fund reaches 50% of their registered capital. At their discretion, they may allocate a portion of their 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.

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

PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from using funds that we hold offshore to make loans to our PRC subsidiaries and consolidated affiliated entities or to make additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in China through our PRC subsidiaries and consolidated affiliated entities. We may make loans to our PRC subsidiaries and consolidated affiliated entities, or we may make additional capital contributions to our PRC subsidiaries.

Any loans by us to our PRC subsidiaries, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to our wholly owned PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE. If we decide to finance our wholly owned PRC subsidiaries by means of capital contributions, these capital contributions must be approved by the Ministry of Commerce or its local counterpart. Due to the restrictions imposed on loans in foreign currencies extended to any PRC domestic companies, we are not likely to make such loans to our consolidated affiliated entities, which are PRC domestic companies. Further, we are not likely to finance the activities of our consolidated affiliated entities by means of capital contributions due to regulatory restrictions relating to foreign investment in PRC domestic enterprises engaged in social networking services, online advertising and related businesses.

SAFE promulgated a circular in November 2010, known as Circular No. 59, which tightens the examination of the authenticity of settlement of net proceeds from our initial public offering and requires that the settlement of net proceeds shall be in accordance with the description in the prospectus included in our registration statement on Form F-1 (Registration No. 333-173548), which was filed with the SEC in connection with our initial public offering. In March 2015, SAFE issued the Circular on Reform of the Administrative Rules of the Payment and Settlement of Foreign Exchange Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the “conversion-at-will” system for foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will system for foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its Renminbi registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiaries are still not allowed to extend intercompany loans to our VIEs. In addition, as SAFE Circular 19 was promulgated recently, there remain substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities.

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

Changes in government policies or regulations may have material and adverse impact on our business, financial condition and results of operations.

Our social networking services are subject to strict government regulations in the PRC. Under the current PRC regulatory scheme, a number of regulatory agencies, including the MIIT, the Ministry of Culture, the State Administration for Press, Publication, Radio, Film and Television and the State Council Information Office jointly regulate all major aspects of the internet industry, including the SNS industry. Operators must obtain various government approvals and licenses prior to the commencement of SNS operations, including an internet content provider license, or ICP license, an online culture operating permit, and a value-added telecommunication services license.

We have obtained a value-added telecommunication service license, an ICP license, and an online culture operating permit for our SNS website. If the PRC government promulgates new laws and regulations that require additional licenses or imposes additional restrictions on the operation of SNS and/or other services we plan to launch, to the extent we may not be able to obtain these licenses, our results of operations may be materially and adversely affected. In addition, the PRC government may promulgate regulations restricting the types and content of advertisements that may be transmitted online, which could have a direct adverse impact on our business.

Compliance with the laws or regulations governing virtual currency may result in us having to obtain additional approvals or licenses or change our current business model.

In October 2007, we launched “Renren Beans,” a virtual currency that can be used to purchase any of our IVAS or other paid services and applications for users, and in March 2016, we also launched “Renren Points,” a virtual currency that can be used to purchase any of our mobile live streaming services. Due to the relatively short history of virtual currency in China, the regulatory framework governing the industry is still under development. Currently, the PRC government has not promulgated any specific rules, laws or regulations to directly regulate virtual currency, except for online game virtual currency. The Notice on the Strengthening of the Administration on Online Game Virtual Currency, jointly issued by the Ministry of Culture and the Ministry of Commerce in 2009, broadly defined virtual currency as a type of virtual exchange instrument issued by internet game operation enterprises, purchased directly or indirectly by the game users by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the internet game operation enterprises in electronic record format and represented by specific numeric units. Virtual currency is used to exchange internet game services provided by the issuing enterprise for a designated extent and time, and is represented by several forms, such as online prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. In 2009, the Ministry of Culture further promulgated the Filing Guidelines on Online Game Virtual Currency Issuing Enterprises and Online Game Virtual Currency Trading Enterprises, which specifically defines “issuing enterprise” and “trading enterprise” and stipulates that a single enterprise may not operate both types of business. There are uncertainties as to how these online game virtual currency regulations would apply to Renren Beans as well as to Renren Points. Further, although we believe we do not offer online game virtual currency trading services, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours, in which case these regulations could have an adverse effect on our “Renren Beans” and “Renren Points” related revenues.

Substantial uncertainties exist with respect to the interpretation and implementation of the Cyber Security Law as well as any impact it may have on our business operations.

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

The Cyber Security Law, which was issued by the Standing Committee of the National People’s Congress of China and became into effect on June 1, 2017, is the first Chinese law that focuses exclusively on cyber security. The Cyber Security Law provides that network operators must set up internal security management systems that meet the requirements of a classified protection system for cybersecurity, including appointing dedicated cybersecurity personnel, taking technical measures to prevent computer viruses, network attacks and intrusions, taking technical measures to monitor and record network operation status and cybersecurity incidents, and taking data security measures such as data classification, backup and encryption. The Cybersecurity Law also imposes a relatively vague but broad obligation to provide technical support and assistance to the public and state security authorities in connection with criminal investigations or for reasons of national security. The Cybersecurity Law also requires network operators that provide network access or domain name registration services, landline or mobile phone network access, or that provide users with information publication or instant messaging services, to require users to provide a real identity when they sign up.

The Cyber Security Law sets high requirements for the operational security of facilities deemed to be part of the PRC's "critical information infrastructure." These requirements include data localization, i.e., storing personal information and important business data in China, and national security review requirements for any network products or services that may have an impact on national security. Among other factors, "critical information infrastructure" is defined as critical information infrastructure that will, in the event of destruction, loss of function or data leak, result in serious damage to national security, the national economy and people's livelihood, or the public interest. Specific reference is made to key sectors such as public communication and information services, energy, transportation, water-resources, finance, public service and e-government. However, no official guidelines as to the scope of "critical information infrastructure" have been formally issued.

We do not believe that we are an operator of "critical information infrastructure" as defined in the Cyber Security Law. However, there is no assurance that we may not be considered an operator of "critical information infrastructure" in the future as the definition is not precise, and there are substantial uncertainties as to the law's ultimate interpretation and implementation. If we were considered an operator of "critical information infrastructure" in the future, this could cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business.

If we are required to pay U.S. taxes, the value of your investment in our company could be substantially reduced.

If, pursuant to a plan or a series of related transactions, a non-United States corporation, such as our company, acquires substantially all of the assets of a United States corporation, and after the acquisition 80% or more of the stock, by vote or value, of the non-United States corporation, excluding stock issued in a public offering related to the acquisition, is owned by former shareholders of the United States corporation by reason of their ownership of the United States corporation, the non-United States corporation will be considered a United States corporation for United States federal income tax purposes. Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Internal Revenue Code might apply to us, our company's conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. You are urged to consult your tax advisor concerning the income tax consequences of purchasing, holding or disposing of ADSs or ordinary shares if we were to be treated as a United States domestic corporation for United States federal income tax purposes.

We rely on contractual obligations rather than government filings to ensure our continued title to vehicles managed under our vehicle leasing program.

Our loans to used automobile dealerships are structured on a sale-and-leaseback basis, whereby the entity lessor sells us the vehicle before leasing it back from us. However, upon completing the purchase of the subject vehicle, we do not formally transfer the registration of the vehicle into our name. We also do not file mortgage registrations relating to the lease of the vehicle. Instead, our contract with the lessor obligates them not to take any action that could undermine our title to the vehicle. In addition, we retain in our control all documents relating to the vehicle and title, and provide markings for the vehicle identifying it as owned by us. However, these steps would not prevent a good-faith third-party buyer from taking legal title to the vehicle if the lessor attempted to sell the vehicle without our knowledge. In such event, we would face costs attempting to recover from the lessor our losses from the unauthorized sale of the vehicle, and we could be unsuccessful in recovering any such costs.

Risks Related to Doing Business in China

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

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

The Chinese economy differs from the economies of most developed countries in many respects, including the level of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures since the late 1970s emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the PRC 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, and the rate of growth has been slowing. 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 Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past few years, the PRC government has implemented certain measures, including interest rate increases, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results. For example, in the event of unanticipated adverse changes in the economy, the credit quality of the customer of our financing business may materially decrease, and our results of operations could be materially adversely affected.

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

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

In 1979, the PRC government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past three decades has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. For example, China enacted an Anti-Monopoly Law in 2008. Because the Anti-Monopoly Law and related regulations have been in effect for only a few years, there have been very few court rulings or judicial or administrative interpretations on certain key concepts used in the law. As a result, there is uncertainty how the enforcement and interpretation of the new Anti-Monopoly Law may affect our business and operations.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, which may have a retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

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

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

- We only have contractual control over our websites. We do not own the websites due to the restriction of foreign investment in businesses providing value-added telecommunication services in China, including internet content provision services. This may significantly disrupt our business, subject us to sanctions, compromise enforceability of related contractual arrangements, or have other harmful effects on us.

- There are uncertainties relating to the regulation of the internet industry in China, including evolving licensing practices. This means that permits, licenses or operations at some of our companies may be subject to challenge, or we have failed to obtain permits or licenses that applicable regulators may deem necessary for our operations or we may not be able to obtain or renew certain permits or licenses to maintain their validity. The major permits and licenses that could be involved include the ICP license, the online culture operating permit, the value-added telecommunication services operation permit and the internet publishing license.
- New laws and regulations may be promulgated that will regulate internet activities, including social networking services and online advertising businesses. If these new laws and regulations are promulgated, additional licenses may be required for our operations. If our operations do not comply with these new regulations at the time they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties.

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

The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. We cannot assure you that we have obtained all the permits or licenses required for conducting our business in China or will be able to maintain our existing licenses or obtain any new licenses if required by any new laws or regulations. There are also risks that we may be found to violate the existing or future laws and regulations given the uncertainty and complexity of China's regulation of the internet industry.

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

Substantially all of our revenues and costs are denominated in RMB. The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future. 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, RMB 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 RMB has depreciated significantly in the backdrop of a surging U.S. dollar and persistent capital outflows of China. With the development of the foreign exchange market and progress towards interest rate liberalization and RMB internationalization, the PRC government may in the future announce further changes to the exchange rate system, and we cannot assure you that the RMB will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

Significant revaluation of the RMB may have a material and adverse effect on your investment. To the extent that we need to convert U.S. dollars into RMB for capital expenditures and working capital and other business purposes, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, strategic acquisitions or investments or other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us.

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

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

The PRC government imposes controls on the convertibility of the RMB into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in RMB. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval by complying with certain procedural requirements. Therefore, Qianxiang Shiji is able to pay dividends in foreign currencies to us without prior approval from SAFE. However, approval from or registration with appropriate government authorities is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may also at its discretion restrict access to foreign currencies for current account transactions in the future. If the foreign exchange control system prevents us from obtaining sufficient foreign 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.

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

The Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, which became effective in 2006 and was amended in 2009, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. The M&A Rule established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. These rules require, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor will take control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings issued by the State Council in 2008 are triggered. These rules also prohibit any transactions attempting to bypass such security review, including by controlling entities through contractual arrangements. We believe that our business is not in an industry related to national security. However, we cannot assure you that the Ministry of Culture or other government agencies will not publish interpretations contrary to our understanding or broaden the scope of such security review in the future.

We may grow our business in part by directly acquiring complementary businesses in China. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the Ministry of Commerce, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

PRC regulations relating to the establishment of offshore holding 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, limit our PRC subsidiaries' ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.

SAFE has promulgated several regulations, including the Notice on Relevant Issues Concerning Foreign Exchange Control of Domestic Residents' Overseas Investment and Financing and Roundtrip Investment through Offshore Special Purpose Vehicles, or SAFE Circular 37, issued in 2014, which replaced the former Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles (generally known as SAFE Circular 75) promulgated by SAFE in October 2005. SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular 37 as a "special purpose vehicle." SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Mr. Joseph Chen, our founder, chairman and chief executive officer, is not a PRC citizen, but resides in China and has established and maintains a major shareholding in our company. Based on our oral inquiry with the relevant local branch of SAFE, neither the requirements for registration under SAFE Circular 75 nor the requirements for registration under SAFE Circular 37 are applicable to Mr. Chen.

Mr. James Jian Liu, our executive director and chief operating officer, and a few other senior management personnel of our company, all of whom are PRC residents, became shareholders of our company as a result of the exercise of employee share options. Based on our inquiry with the relevant local branch of SAFE, any application to such local SAFE branch with respect to the registration of Mr. Liu and the other PRC resident shareholders' holdings of shares in our offshore holding company under SAFE Circular 75 or SAFE Circular 37 and related rules will not be officially accepted or examined because they became shareholders of our offshore holding company as a result of their exercise of employee share options.

However, we cannot conclude that SAFE or its local branch responsible for our PRC subsidiary's foreign exchange registrations will not later alter their position on and interpretation of the applicability of these foreign exchange regulations to Mr. Chen, Mr. Liu or the other PRC resident shareholders of our company. In the event that the registration procedures set forth in these foreign exchange regulations becomes applicable to Mr. Chen, Mr. Liu or any of the PRC resident shareholders of our company, we will urge these individuals to file necessary registrations and amendments as required under SAFE Circular 37 and related rules. However, we cannot assure you that all of these individuals can successfully file or update any applicable registration or obtain the necessary approval required by these foreign exchange regulations. We can provide no assurance that we will in the future continue to be informed of the identities of all PRC residents holding direct or indirect interests in our company. The failure or inability of such individuals to comply with the registration procedures set forth in these regulations may subject us to fines or legal sanctions, restrictions on our cross-border investment activities or our PRC subsidiary's ability to distribute dividends to, or obtain foreign-exchange-dominated loans from, our company, or prevent us from making distributions or paying dividends. As a result, our business operations and our ability to make distributions to you could be materially and adversely affected.

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

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

In 2006, the People's Bank of China promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, which set forth the respective requirements for foreign exchange transactions by individuals (both PRC or non-PRC citizens) under either the current account or the capital account. In 2007, SAFE issued implementing rules for the Administrative Measures of Foreign Exchange Matters for Individuals, which, among other things, specified approval requirements for certain capital account transactions such as a PRC citizen's participation in the employee share ownership plans or share option plans of an overseas publicly listed company. In 2007, also SAFE promulgated the Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plan or Stock Option Plan of Overseas-Listed Company, or the Stock Option Rules.

In February 2012, SAFE promulgated the Notice on the Administration of Foreign Exchange Matters for Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies, or the Stock Option Notice. This Stock Option Notice replaced the previous Stock Option Rules. The Stock Option Notice simplifies the requirements and procedures for the registration of stock incentive plan participants, especially in respect of the required application documents and the absence of strict requirements on offshore and onshore custodian banks, as were stipulated in the earlier Stock Option Rules. Under these rules, for PRC resident individuals who participate in stock incentive plans of overseas publicly listed companies, which includes employee stock ownership plans, stock option plans and other incentive plans permitted by relevant laws and regulations, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company must, among other things, file, on behalf of such resident, an application with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with the stock holding or share option exercises as PRC residents may not directly use overseas funds to purchase shares or exercise share options. In addition, within three months after any substantial changes to any such stock incentive plan, including for example any changes due to merger or acquisition or changes to the domestic or overseas custodian agent, the domestic agent must update the registration with SAFE.

As our company became listed on the New York Stock Exchange, or the NYSE, in May 2011, we and our PRC citizen employees who participate in an employee share ownership plan or a share option plan are subject to these regulations. If we or our PRC optionholders fail to comply with these regulations, we or our PRC optionholders may be subject to fines and other legal or administrative sanctions. See “Item 4.B—Business Overview—Regulation—Regulations on Employee Stock Options Plans.”

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

The State Administration of Taxation has issued several rules and notices to tighten the scrutiny over acquisition transactions in recent years, including the Notice on Certain Corporate Income Tax Matters Related to Indirect Transfer of Properties by Non-PRC Resident Enterprises issued in February 2015 and amended in 2017, or SAT Circular 7. Pursuant to these rules and notices, except for a few circumstances falling into the scope of the safe harbor provided by SAT Circular 7, such as open market trading of stocks in public companies listed overseas, if a non-PRC resident enterprise indirectly transfers PRC taxable properties (i.e. properties of an establishment or a place in the PRC, real estate properties in the PRC or equity investments in a PRC tax resident enterprise) by disposing of equity interest or other similar rights in an overseas holding company, without a reasonable commercial purpose and resulting in the avoidance of PRC enterprise income tax, such indirect transfer should be deemed as a direct transfer of PRC taxable properties and gains derived from such indirect transfer may be subject to the PRC withholding tax at a rate of up to 10%. SAT Circular 7 sets out several factors to be taken into consideration by tax authorities in determining whether an indirect transfer has a reasonable commercial purpose, such as whether the main value of equity interest in an overseas holding company is derived directly or indirectly from PRC taxable properties. An indirect transfer satisfying all the following criteria will be deemed to lack reasonable commercial purpose and be taxable under PRC law without considering other factors set out by SAT Circular 7: (i) 75% or more of the equity value of the intermediary enterprise being transferred is derived directly or indirectly from the PRC taxable properties; (ii) at any time during the one-year period before the indirect transfer, 90% or more of the asset value of the intermediary enterprise (excluding cash) is comprised directly or indirectly of investments in the PRC, or 90% or more of its income is derived directly or indirectly from the PRC; (iii) the functions performed and risks assumed by the intermediary enterprise and any of its subsidiaries that directly or indirectly hold the PRC taxable properties are limited and are insufficient to prove their economic substance; and (iv) the foreign tax payable on the gain derived from the indirect transfer of the PRC taxable properties is lower than the potential PRC income tax on the direct transfer of such assets. SAT Circular 7 also introduces an interest regime by providing that where a transferor fails to file and pay tax on time, and where a withholding agent fails to withhold the tax, interest will be charged on a daily basis. If the transferor has provided the required documents and information or has filed and paid the tax within 30 days from the date that the share transfer contract or agreement is signed, then interest shall be calculated based on the benchmark interest rate; otherwise, the benchmark interest rate plus 5% will apply. Both the foreign transferor and the transferee, and the PRC tax resident enterprise whose equity interests are being transferred may voluntarily report the transfer by submitting the documents required in SAT Circular 7.

Although SAT Circular 7 provides clarity in many important areas, such as reasonable commercial purpose, there are still uncertainties on the tax reporting and payment obligations with respect to future private equity financing transactions, share exchange or other transactions involving the transfer of shares in non-PRC resident companies. The PRC tax authorities have discretions under SAT Circular 7 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investments. We may pursue acquisitions in the future that may involve complex corporate structures. If we are considered a nonresident enterprise under the PRC Enterprise Income Tax Law and if the PRC tax authorities make adjustments to the taxable income of these transactions under SAT Circular 7, our income tax expenses associated with such potential acquisitions will increase, which may adversely affect our financial condition and results of operations.

Imposition of any additional taxes could adversely affect our financial condition and results of operations.

Under the Enterprise Income Tax Law and its implementation rules, both of which became effective on January 1, 2008, an enterprise established outside of the PRC with “de facto management bodies” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” The State Administration of Taxation issued the Notice Regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or SAT Circular 82, in 2009. SAT Circular 82 provides certain specific criteria for determining whether the “de facto management body” of a Chinese-controlled offshore-incorporated enterprise is located in China. See “Item 5—Operating and Financial Review and Prospects—Taxation—PRC.” Although SAT Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the State Administration of Taxation’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. In such case, we may be considered a resident enterprise and may therefore be subject to enterprise income tax at a rate of 25% on our global income. If we are considered a resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could significantly increase our tax burden and materially and adversely affect our cash flow and profitability.

Pursuant to the Enterprise Income Tax Law and its implementation rules, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign investors, which are non-PRC tax resident enterprises without an establishment in China, or whose income has no connection with their institutions and establishments inside China, are subject to withholding tax at a rate of 10%, unless any such foreign investor’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. We are a Cayman Islands holding company and we conduct substantially all of our operations in China through contractual arrangements between our wholly owned PRC subsidiaries and our consolidated affiliated entities. As long as our offshore holding companies are considered non-PRC resident enterprises, dividends that they respectively receive from our PRC subsidiaries may be subject to withholding tax at a rate of 10%. See “Item 5—Operating and Financial Review and Prospects—Taxation—PRC.”

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

The leasehold interests of some of our consolidated affiliated entities might not be fully protected by the terms of the lease agreements due to defects in the title documents or the landlord’s failure to provide title documents.

We lease offices from third parties for our operations in China. Any defects in lessors’ title to the leased properties may disrupt our use of our offices, showrooms or warehouse, which may in turn adversely affect our business operations. For example, certain buildings and the underlying land are not allowed to be used for industrial or commercial purposes without the authorities’ approval, and the lease of such buildings to companies like us may subject the lessor to pay premium fees to the PRC government. We cannot assure you that the lessor has obtained all or any of approvals from the relevant governmental authorities. In addition, some of our lessors have not provided us with documentation evidencing their title to the relevant leased properties. We cannot assure you that title to these properties we currently lease will not be challenged. In addition, we have not registered any of our lease agreements with the PRC governmental authorities as required by PRC law, and although failure to do so does not in itself invalidate the leases, we may not be able to defend these leases against bona fide third parties. If third parties who purport to be property owners or beneficiaries of the mortgaged properties challenge our right to use the leased properties, we may not be able to protect our leasehold interest and may be ordered to vacate the affected premises, which could in turn materially and adversely affect our business and operating results.

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

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

Inspections of other firms that the PCAOB has conducted outside China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. This lack of PCAOB inspections in China prevents the PCAOB from regularly evaluating our auditor's audits and its quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

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

If additional remedial measures are imposed on the Big Four PRC-based accounting firms, including our independent registered public accounting firm, in administrative proceedings brought by the SEC alleging the firms' failure to meet specific criteria set by the SEC with respect to requests for the production of documents, we could be unable to timely file future financial statements in compliance with the requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act.

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

In late 2012 this impasse led the SEC to commence administrative proceedings under Rule 102(e) of its Rules of Practice and also under the Sarbanes-Oxley Act of 2002 against the Chinese accounting firms, including our independent registered public accounting firm. A first instance trial of the proceedings in July 2013 in the SEC's internal administrative court resulted in an adverse judgment against the firms. The administrative law judge proposed penalties on the firms including a temporary suspension of their right to practice before the SEC, although that proposed penalty did not take effect pending review by the Commissioners of the SEC. On February 6, 2015, before a review by the Commissioners had taken place, the firms reached a settlement with the SEC. Under the settlement, the SEC accepts that future requests by the SEC for the production of documents will normally be made to the CSRC. The firms will receive matching Section 106 requests, and are required to abide by a detailed set of procedures with respect to such requests, which in substance require them to facilitate production via the CSRC. If they fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. Remedies for any future noncompliance could include, as appropriate, an automatic six-month bar on a single firm's performance of certain audit work, commencement of a new proceeding against a firm, or in extreme cases the resumption of the current proceeding against all four firms.

In the event that the SEC restarts the administrative proceedings, depending upon the final outcome, listed companies in the United States with major PRC operations may find it difficult or impossible to retain auditors in respect of their operations in the PRC, which could result in financial statements being determined to not be in compliance with the requirements of the Exchange Act, including possible delisting. Moreover, any negative news about any such future proceedings against these audit firms may cause investor uncertainty regarding China-based, U.S.-listed companies and the market price of our ADSs may be adversely affected.

If our independent registered public accounting firm were denied, even temporarily, the ability to practice before the SEC and we were unable to timely find another registered public accounting firm to audit and issue an opinion on our financial statements, our financial statements could be determined not to be in compliance with the requirements of the Exchange Act. Such a determination could ultimately lead to the delisting of our ADSs from the NYSE or deregistration from the SEC, or both, which would substantially reduce or effectively terminate the trading of our ADSs in the United States.

Risks Related to Our ADSs

If the market price for our ADSs falls below US\$1.00 for an extended period of time, or to US\$0.16 at any time, our ADSs may be delisted from the NYSE.

As we announced on April 30, 2018, we will pay a cash dividend in an amount in the aggregate from US\$nil up to approximately US\$131 million in connection with the Transaction. In addition, we will dispose of a wholly-owned subsidiary, OPI, which holds our advertising agency business as well as the great majority of our long-term investments in terms of both book value and fair market value. Once the Transaction has closed, we no longer own OPI and we have paid the cash dividend to our shareholders, we will have less cash on hand and few assets aside from our those assets that we are using in our used automobile sales, financing and SaaS businesses. We expect the market price of our ADSs to fall significantly on the ex-dividend date to reflect the value that will have been removed from our company and transferred to our shareholders. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction” for a description of the proposed transactions. Pursuant NYSE Rule 802.01C, a company will be considered to be below compliance standards if the average closing price of a security as reported on the consolidated tape is less than US\$1.00 over a consecutive 30 trading-day period. Once notified, the company must bring its share price and average share price back above US\$1.00 by six months following receipt of the notification. The company can regain compliance at any time during the six-month cure period if on the last trading day of any calendar month during the cure period the company has a closing share price of at least US\$1.00 and an average closing share price of at least US\$1.00 over the 30 trading-day period ending on the last trading day of that month. In the event that at the expiration of the six-month cure period, both a US\$1.00 closing share price on the last trading day of the cure period and a US\$1.00 average closing share price over the 30 trading-day period ending on the last trading day of the cure period are not attained, the NYSE will commence suspension and delisting procedures. In addition, we understand that the NYSE has a policy to suspend trading immediately and commence delisting procedures if the market price of securities falls to US\$0.16 or less. While we believe that the value of our SNS business and our used automobile business together with the \$90 million debt that OPI will owe us and the value of the cash that we will have on hand after the payment of any special dividend will exceed US\$1.00 per ADS, we cannot assure you that our ADSs will remain in compliance with the NYSE listing rules. If our ADSs are delisted from the NYSE, the liquidity and value of an investment in our ADSs will be materially and adversely affected.

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

The market price for our ADSs has fluctuated significantly since we first listed our ADSs. Since our ADSs became listed on the NYSE on May 4, 2011, the closing prices of our ADSs have ranged from US\$6.15 to US\$90.05 per ADS, including retrospective adjustments for the change in the number of ordinary shares represented by each ADS that occurred on February 6, 2017. The last reported trading price on May 11, 2018 was US\$8.78 per ADS.

The market price for our ADSs may be highly volatile and subject to wide fluctuations in response to factors including the following:

- regulatory developments in our industry affecting us or our competitors;
- announcements of studies and reports relating to the quality of our services or those of our competitors;
- changes in the economic performance or market valuations of other companies that provide SNS or used automobile services, or other internet companies;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the SNS industry or the internet industry in general;
- changes in the internet finance industry or in the used automobile industry;

- announcements by us or our competitors of new services, acquisitions, strategic relationships, joint ventures or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the RMB and the U.S. dollar;
- sales or perceived potential sales of additional ordinary shares or ADSs;
- the payment of a special dividend.

In addition, the stock market in general, and the market prices for internet-related companies and companies with operations in China in particular, have experienced volatility that often has been unrelated to the operating performance of such companies. The securities of some China-based companies that have listed their securities in the United States have experienced significant volatility since their initial public offerings, including, in some cases, substantial price declines in the trading prices of their securities. The trading performances of these 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. Broad market and industry fluctuations may adversely affect our operating performance. Volatility or a lack of positive performance in our ADS price may also adversely affect our ability to retain key employees, most of whom have been granted options or other equity incentives.

Our dual-class voting structure allows our two largest shareholders to significantly influence our actions over important corporate matters, will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.

We have a dual-class voting structure which consists of Class A ordinary shares and Class B ordinary shares. Subject to certain exceptions, in respect of matters requiring the votes of shareholders, holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to ten votes per share. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder thereof to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equal number of Class A ordinary shares.

We issued Class A ordinary shares represented by our ADSs in our initial public offering in May 2011. Mr. Joseph Chen, who is our founder, chairman and chief executive officer, and SB Pan Pacific Corporation are our only shareholders who hold Class B ordinary shares. As of February 28, 2018, Mr. Joseph Chen, our founder, chairman and chief executive officer, beneficially owns approximately 22.8% of our outstanding Class A ordinary shares and approximately 55.8% of our outstanding Class B ordinary shares, representing in aggregate 48.9% of our total voting power, and SB Pan Pacific Corporation beneficially owns approximately 37.1% of our outstanding Class A ordinary shares and approximately 44.2% of our outstanding Class B ordinary shares, representing in aggregate 42.9% of our total voting power.

Due in large part to the disparate voting powers attached to the two classes of ordinary shares, Mr. Chen and SB Pan Pacific Corporation have controlling power over matters requiring shareholder approval, subject to certain exceptions. As between Mr. Chen and SB Pan Pacific Corporation, the approvals of SB Pan Pacific Corporation are required for certain important matters relating to our company. See "Item 10. Additional Information—B. Memorandum and Articles of Association—Ordinary Shares—Voting Rights." This concentration of ownership and voting power in the hands of Mr. Chen and SB Pan Pacific Corporation may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who purchase ADSs. In addition, these persons could divert business opportunities away from us to themselves or others.

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

Sales of our ADSs or ordinary shares in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. As of February 28, 2018, not including options, we have 1,034,254,008 ordinary shares outstanding comprised of (i) 455,987,265 Class A ordinary shares represented by ADSs, which ADSs are freely transferable without restriction or additional registration under the Securities Act, (ii) 272,878,293 Class A ordinary shares not represented by ADSs, which are available for sale subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act, and (iii) 305,388,450 Class B ordinary shares which, following conversion to Class A ordinary shares by the holder of the Class B ordinary shares, are available for sale subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act.

Certain holders of our ordinary shares have the right to cause us to register under the Securities Act the sale of their shares. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our ADSs to decline.

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

Except as described in this annual report and in the deposit agreement, dated as of May 4, 2011, and amendment No. 1 to the deposit agreement, dated as of February 6, 2017, by and among our company, Citibank, N.A., as depositary, and the holders and beneficial owners of American depositary shares, holders of our ADSs will not be able to exercise voting rights attaching to the Class A ordinary shares represented by our ADSs on an individual basis. Holders of our ADSs will appoint the depositary or its nominee as their representative to exercise the voting rights attaching to the Class A ordinary shares represented by the ADSs. Upon receipt of your voting instructions, the depositary will vote the underlying Class A ordinary shares in accordance with these instructions.

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

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

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

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depositary may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may decide not to distribute such property to you.

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

Your ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. For example, the depository is expected to close its transfer books temporarily in connection with the cash dividend that we announced on April 30, 2018. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason in accordance with the terms of the deposit agreement.

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

We are incorporated in the Cayman Islands and conduct substantially all of our operations in China through our PRC subsidiaries and consolidated affiliated entities. Most of our directors and officers reside outside the United States and a substantial portion of the assets of such directors and officers are located outside of the United States. As a result, it may be difficult or impossible for you to effect service of process within the United States upon us or these persons, or to bring an action against us or against these individuals in the Cayman Islands or in China in the event that you believe that your rights have been infringed under the securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers. There is no statutory 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.

Our corporate affairs are governed by our amended and restated memorandum and articles of association, as amended and restated from time to time, and by the Companies Law (2018 Revision) and common law of the Cayman Islands. The rights of shareholders to take legal action against us and our directors, actions by minority shareholders and the fiduciary responsibilities of our directors are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which provides persuasive, but not binding, authority. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in U.S. federal courts.

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

Our amended and restated memorandum and articles of association contain anti-takeover provisions that could adversely affect the rights of holders of our ordinary shares and ADSs.

Our amended and restated memorandum and articles of association contain certain provisions that could limit the ability of others to acquire control of our company, including a provision that grants authority to our board directors to establish from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series. The provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.

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

Depending upon the value of our ordinary shares and ADSs and the nature of our assets and income over time, we could be a PFIC for United States federal income tax purposes. A non-United States corporation will be treated as a PFIC for any taxable year if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income, or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year is attributable to assets that produce passive income or are held for the production of passive income. Passive income is any income that would be foreign personal holding company income under the Internal Revenue Code of 1986, as amended, including, without limitation, dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income, net gains from commodity transactions, net foreign currency gains and income from notional principal contracts.

We believe we were classified as a PFIC for each of the past seven taxable years ending on December 31. Although our PFIC status for the current taxable year will not be determinable until after the close of the year, we expect, but cannot guarantee, that we will be treated as a PFIC for the current taxable year due to our ownership of and income from significant assets treated as passive under the PFIC rules. Our PFIC classification for any particular year will depend on the value of our ordinary shares and ADSs, the nature of our assets and income over time, and the nature of our business. There can be no assurance that we will not be a PFIC for any future taxable year, even if we hold fewer passive investment assets as a result of planned disposition of assets.

If we are a PFIC for any taxable year in which you hold our ADSs or ordinary shares and you are a U.S. Holder (as defined in “Item 10.E—Additional Information—Taxation—United States Federal Income Tax Considerations—General”), you generally will become subject to increased U.S. federal income tax liabilities and special U.S. federal income tax reporting requirements, unless you make a timely “mark-to-market” or, potentially, a “Qualified Electing Fund” election to mitigate some of the applicable consequences. For more information on the U.S. federal income tax consequences to you that would result from our classification as a PFIC, see “Item 10.E Additional Information—Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules.”

Item 4. Information on the Company

A. History and Development of the Company

We began our operations in China in 2002 through Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, which has subsequently become one of our consolidated affiliated entities through the contractual arrangements described below. CIAC/ChinaInterActiveCorp, or CIAC, was incorporated in August 2005 in the Cayman Islands. CIAC wholly owns Qianxiang Shiji Technology Development (Beijing) Co., Ltd., or Qianxiang Shiji, a company established in Beijing and one of the subsidiaries through which we operate our business in China in reliance on a series of contractual arrangements.

Our current holding company, Renren Inc., was incorporated in February 2006 in the Cayman Islands under our prior name, Oak Pacific Interactive. Through a corporate restructuring in March 2006, CIAC’s shareholders exchanged all of their outstanding ordinary and preferred shares of CIAC for ordinary and preferred shares of Oak Pacific Interactive on a pro rata basis. As a result, Oak Pacific Interactive acquired all of the equity interests in CIAC and CIAC became a wholly owned subsidiary of Oak Pacific Interactive. In December 2010, we changed our corporate name from Oak Pacific Interactive to Renren Inc.

On March 25, 2011, we implemented a ten-for-one share split. Except as otherwise indicated, all information in this annual report concerning share and per share data gives retroactive effect to the ten-for-one share split.

In May 2011, we completed our initial public offering, wherein we issued and sold 50,863,711 ADSs, and certain selling shareholders sold 10,201,289 ADSs, at an initial offering price of US\$14.00 per ADS (without giving retroactive effect to the change in the number of ordinary shares represented by each ADS from three to fifteen that became effective on February 6, 2017). On May 4, 2011, our ADSs began trading on the NYSE under the symbol “RENN.” In addition, concurrently with our initial public offering, we sold an aggregate of 23,571,426 Class A ordinary shares to certain unrelated third-party investors in a private placement, at a price of US\$4.67 per Class A ordinary share.

In October 2011, we completed the acquisition of 100% of the equity interest in Wole Inc., a Cayman Islands limited liability company. Wole Inc. operated *56.com*, a leading user generated content online video sharing website in China, through a set of contractual arrangements between Wole Inc.’s PRC subsidiary, Beijing Woxiu Information Technology Development Co., Ltd., and Guangzhou Qianjun Internet Technology Co., Ltd., or Qianjun Technology.

In March 2013, we completed a corporate restructuring wherein we moved our online games business to Shanghai Renren Games Technology Development Co., Ltd., or Renren Games, a PRC company incorporated in November 2012.

In October 2013, Baidu Holdings Limited, a subsidiary of Baidu, Inc., acquired approximately 59% of the equity interest of Nuomi Holdings Inc., or Nuomi, a wholly owned subsidiary of ours and a leading provider of group-buying services in China. In January 2014, Baidu Holdings Limited entered into a share purchase agreement with us and Nuomi to acquire all of our remaining equity interest in Nuomi. This transaction was completed on February 28, 2014.

In October 2014, Tianjin Jinhu Culture Development Co., Ltd, a subsidiary of Sohu.com Inc., acquired 100% of the equity interest of Qianjun Technology, a wholly owned subsidiary of ours and operator of the *56.com* website. This transaction was completed on December 1, 2014.

In November 2015, our board of directors approved the disposition of our online game business. The disposition was subsequently completed in March 2016.

On February 6, 2017, we changed the number of ordinary shares represented by each ADS from three to fifteen. Except as otherwise indicated, all ADS and per ADS data in this annual report give retroactive effect to this change.

In August 2017, we acquired 100% of Geographic Farming, LLC, a 360° real estate marketing and media service provider. Geographic Farming provides fully customizable lead capture landing pages that offer multiple home value estimates.

In December 2017, we acquired 100% of Trucker Path Inc., a transportation network company specializing in online and mobile services for the trucking industry in the United States. Trucker Path operates a large American online trucking community with over one million installs on its application on Google Play Store.

Our principal executive offices are located at 5/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, the People’s Republic of China. Our telephone number at this address is +86 (10) 8448-1818. Our registered office in the Cayman Islands is located at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Our telephone number at this address is +1 345-949-8066. We also have offices in 33 other cities in China, including Shanghai, Guangzhou and Wuhan, as well as 4 offices in the United States and 1 office in the Philippines.

The Transaction

On June 10, 2015, our board of directors received a non-binding proposal letter from Mr. Joseph Chen, the chairman of our board of directors and our chief executive officer, and Mr. James Jian Liu, a member of our board of directors and our chief operating officer, proposing a “going-private” transaction. We have taken no formal action with respect to this non-binding proposal.

On September 30, 2016, we announced that we intended to spin off a newly formed subsidiary that would hold our Woxiu business and most of our investments in minority stakes in our investee companies. Our plan was to distribute rights to our shareholders on a pro rata basis that would be exercisable for shares in the entity that would hold these assets, and to distribute cash in lieu of fractional rights and cash to holders of rights who could not exercise or who chose not to exercise their rights.

On December 22, 2016, we announced that our board of directors had formed a special committee to review the terms of the proposed spin-off and that Mr. Tianruo Pu, Mr. Stephen Tappin and Ms. Hui Huang had been appointed by the board of directors to be the members of the special committee. We further announced that our board of directors had received a preliminary non-binding proposal from Mr. Chen, Mr. Liu and SoftBank Group Capital Limited to purchase shares of the entity that would hold the assets in the proposed spin-off.

These earlier proposals have all been superseded and are no longer currently under consideration.

On April 30, 2018, we announced a cash dividend payable to all holders of ordinary shares (including ordinary shares represented by ADSs). At the same time, we also announced that Oak Pacific Investment, or OPI, a wholly-owned subsidiary of Renren Inc., would be conducting a private placement in which it would offer its ordinary shares solely to shareholders of Renren, for which the waiver of the cash dividend would be the sole form of payment that would be accepted. We refer to the cash dividend, the private placement, and the ancillary agreements and actions as the Transaction.

As of December 31, 2017, our balance sheet included US\$565.4 million in long-term investments in some 57 unconsolidated subsidiaries and investment funds. The Transaction is being undertaken to reduce the number and aggregate size of these investments in order to mitigate the risk of being deemed to be an investment company within the meaning of the Investment Company Act. As of the date of this annual report, OPI holds one active business, which is our ZenZone advertising agency business. OPI also holds shares in 44 portfolio companies and interests in 6 investment funds. These portfolio companies and investment funds have an aggregate book value of US\$530.6 million as of December 31, 2017, and represent the overwhelming majority of our long-term investments in terms of both book value and fair market value.

The private placement is scheduled to close on June 21, 2018. The one share in OPI currently held by Renren Inc. will be redeemed for no value as part of the Transaction, and OPI will be entirely owned by the purchasers in the private placement. Renren will cease to have any ownership interest in OPI and OPI will cease to be consolidated in our financial statements. Immediately prior to the closing of the private placement, OPI will issue a note to Renren as part of the Transaction. The principal amount of the note will be US\$90,000,000, the interest rate will be 8% per year, and the term will be the earlier of five years and the date upon which OPI and its subsidiaries no longer hold any shares of SoFi.

We have furnished an amended and restated offering circular for the private placement to the SEC on Form 6-K on May 14, 2018, together with unaudited pro forma condensed consolidated financial statements of Renren. The unaudited pro forma condensed consolidated balance sheet has been prepared as though the Transaction occurred on December 31, 2017, and the unaudited pro forma condensed consolidated income statements have been prepared as though the Transaction occurred on January 1, 2015.

The special committee may amend or modify the Transaction for any reason at any time prior to the closing, including by extending the deadline for the acceptance of the offer in the private placement or by postponing the closing, and the Transaction may be cancelled for any reason at any time prior to the closing of the private placement. If the private placement is cancelled, the cash dividend will also be cancelled.

We are not disposing of our SNS or used automobile businesses, and we plan to remain listed on the NYSE after the completion of the proposed transactions. We believe that the value of our SNS and used automobile businesses, together with the value of the note to be issued by OPI and other assets that will remain in our company after the proposed transactions, will be more than sufficient to meet the continued listing requirements of the NYSE. However, if the market price of our ADSs falls further than we expect after we have paid one or more special cash dividends, it is possible that we may be unable to maintain our listing. See “Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry—If the market price for our ADSs falls below US\$1.00 for an extended period of time, or to US\$0.16 at any time, our ADSs may be delisted from the NYSE.”

B. Business Overview

Overview

Renren operates a social networking service (SNS) business, a used automobile business and a SaaS business.

Our Renren SNS revenues today consist primarily of internet value-added services, or IVAS, relating to virtual items and VIP memberships in connection with live streaming services. Woxiu, which means “a show of your own” in Chinese, is a PC-based social video platform for users to stream their performances live to viewers. We launched Renren mobile live streaming in the second quarter of 2016 to serve as the mobile counterpart to Woxiu.

Our used automobile business provides car purchasers in China with access to a wide selection of used vehicles across our network, with a focus on premium brands such as Audi, BMW, Mercedes-Benz, Land Rover and Porsche. In addition, we arrange financing options for customers through Ping An Bank and other financial services partners. We also offer value-added services including warranties, insurance and after-sale products and services. Our after-sale products and services include registration, detailing, maintenance and accessories. Our used automotive sales are growing rapidly. After launching this business in the middle of 2017, we sold about 2,200 vehicles in the second half of 2017, and used automotive sales accounted for the majority of our revenues in 2017.

As of March 31, 2018, we had 14 dealerships across China. For the most part these are located in provincial capitals or comparable cities, where we believe the mix of cost structure, consumer demand and opportunity for growth is most favorable. We provide capital, a unified brand, technology system and operational coordination. Under this model, all of the cash flow, financial and accounting recordkeeping across our dealerships is centralized. In addition marketing and promotional activities are also centralized, although certain aspects may be executed at the dealership level. Due to restrictions on foreign ownership of certain industries in China, our variable interest entity Shanghai Jieying Automobile Sales Co., Ltd., or Shanghai Jieying, is the contracting party under these arrangements.

Our SaaS business began with our launch of Chime in August 2016 and it was further expanded by our acquisition of Geographic Farming, LLC, in August 2017. Chime is an all-in-one real estate solution provider and Geographic Farming is a 360° real estate marketing and media service provider. Unlike our other businesses, our SaaS business is currently focused on the U.S. market rather than the China market.

As our business model was transitioning from our roots in social networking, we made a series of long-term investments in privately held companies that we believed would offer us synergies or access to resources and know-how. The majority of these investments by value was concentrated in the fields of internet finance, social finance, and real estate investment and management, and the number and aggregate size of these investments was significant. As of December 31, 2017, we had US\$565.4 million of long-term investments, including US\$318.8 million in equity method investments, US\$144.8 million in cost method investments, and US\$101.8 million in available-for-sale investments. However, due to the risk of being deemed to be an investment company, we launched a transaction on April 30, 2018, to dispose of most of these investments together with our ZenZone advertising agency business. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.”

Our total net revenues have been increasing over the last three years while our losses from continuing operations have been decreasing. Our total net revenues increased from US\$41.1 million in 2015 to US\$63.4 million in 2016 and US\$202.1 million in 2017. We had losses from continuing operations of US\$223.2 million in 2015, US\$194.1 million in 2016 and US\$110.5 million in 2017.

Our Renren SNS

Renren, our main social networking website plus mobile service, was historically the foundation of our service offerings. *Renren.com* and Renren Mobile App enable users to communicate and stay connected with their friends, classmates, family members and co-workers. We began at university campuses, and we believe our users include a significant portion of current college students and recent college graduates in China. Our social networking community has diversified over the years to include white-collar professionals, university-bound high school students and other demographics. Since December 2013, partly due to increased competition for the white collar demographic and their migration to social messaging services, we have begun refocusing on the younger demographic such as university students. With 88% of our traffic now coming from our mobile services, we have transformed from a PC-based social networking company to a mobile-oriented social networking services provider.

As of December 31, 2015, 2016 and 2017, the cumulative total of our activated users was approximately 228 million, 240 million and 257 million, respectively. However, our monthly unique log-in users decreased from approximately 41 million in December 2015 to approximately 35 million in December 2016 and then further to approximately 32 million in December 2017. Furthermore, the average amount of time that unique log-in users spent on our platform decreased from approximately 1.8 hours in 2015 to approximately 1.4 hours in 2016 before increasing to approximately 1.6 hours in 2017. The decrease in users’ average time spent on our platform is primarily due to intense competition in the mobile internet environment, where there are numerous mobile applications dedicated to meet the specific needs of different users that have affected their stickiness to our platform.

Our SNS platform is accessible from internet-enabled devices, including mobile devices and personal computers, so that users can access our platform anytime from anywhere they are connected to the internet. We offer versions of our sites and client applications that have been optimized for a range of mobile device operating systems, including for iOS, Android and Windows. The mobile percentage of our monthly total user time spent on *renren.com* was 68.6%, 92.6% and 87.5% in December 2015, December 2016 and December 2017, respectively.

By providing content and applications that are attractive to Chinese internet users, we seek to strengthen our user base and increase user engagement and retention. With mobile devices having become the preferred method for Chinese internet users to access social networking services and other internet services, we have focused our research and development resources on mobile services and applications. Since 2015, we have continued to improve our Renren Mobile App's communication features. We opened our social graph from a friend-based network to a follow-based social network. In addition, multi-likes and mobile live streaming have been added to the app and are rapidly becoming popular features. The new features are compatible with our app strategy shift to an "online celebrity" type of format.

Historically, one of the primary approaches for us to monetize our user base was through online advertising services. We still offer a broad range of advertising formats and solutions, such as social ads, display ads, top promoted news feeds, sponsored online events, campaigns and virtual items on both web and mobile platforms of *renren.com*. However, online advertising generated an insignificant amount of revenue in 2017, and we have no expectation that it will constitute a significant part of our business for the foreseeable future. Furthermore, we are disposing of our ZenZone advertising agency business as part of the transaction that we announced on April 30, 2018. See "—A. History and Development of the Company—The Transaction."

Currently, we monetize our user base primarily through virtual items and VIP memberships. The majority of our revenue from virtual items is related to our live streaming services. Woxiu, which means "a show of your own" in Chinese, is a PC-based social video platform for users to stream their performances live to viewers. We launched Renren mobile live streaming in the second quarter of 2016 to serve as the mobile counterpart to Woxiu. With our social networking features, users can chat with the performer and other audience members and purchase virtual items from us such as flowers, jewelry or sports cars to show their support and appreciation for the performers. The performers receive a portion of the purchase price for the virtual items that are gifted to them. Virtual items, such as cartoon images, flashes, birthday cards and gift cards containing our virtual currency, may also be sent by users to friends. Some virtual items are free and others need to be purchased. VIP memberships provide our SNS users with additional features and benefits such as larger size limits on photo albums and email inboxes.

Our Used Automotive Sales

We provide car purchasers in China with access to a wide selection of used vehicles across our network, with a focus on premium brands such as Audi, BMW, Mercedes-Benz, Land Rover and Porsche. We also sell some new cars. We display vehicles at our in-store showrooms as well as on our Kaixin Auto app and through other online vertical channels such as Autohome and 58.com. Most sales occur in-store given the importance of the showroom experience in the premium segment. To provide transparency to our customers, we provide extensive external and interior photographs of each vehicle on our online inventory. We typically offer favorable trade-in terms in connection with our sales. Our customer support specialists are available to answer customer questions that arise throughout the process.

In addition, we arrange financing options for customers through Ping An Bank and other financial services partners. Customers can easily select among various financing options in a convenient sales process. We do not take balance sheet risk in connection with these consumer financing activities. There is typically a period of time between the financing approval and the disbursement of funds, and to address this, we usually provide financing to our dealerships to allow them to complete sales and allow customers to begin to enjoy their purchased vehicles. This interim period is normally between 5 and 25 days depending on the specific financial institutional partner which will lend the funds. We also offer value-added services including warranties, insurance and after-sale products and services. Our after-sale products and services include registration, detailing, maintenance and accessories.

Our used automotive sales are growing rapidly. After launching this business in the middle of 2017, we sold about 2,200 vehicles in the second half of 2017.

All of the cash flow, financial and accounting recordkeeping across our dealerships is centralized. In addition marketing and promotional activities are also centralized, although certain aspects may be executed at the dealership level. We also support dealers with our dealer SaaS platform, powered by big data, provides market insights and dealer management functionality and assists them in making operational and inventory management decisions. It also empowers their sales via data mining and analysis of existing customer data bases and online lead generation.

Our business is driven by data and technology at all stages of the process, from inventory purchasing, reconditioning, photography and annotation through online merchandising, sales, financing, logistics, and delivery. Through our mobile application and web app, we allow consumers to browse vehicle inventory, arrange visits to our showrooms and understand the car buying process. Users are also able to pay deposits online once an automobile is selected. Users who desire to sell their cars to us are able to input information to receive an estimate for the sale of their car. Our dealer SaaS system is designed to cover every aspect of a car dealer's daily operations, including finance, inventory, sales, procurement, vehicle assessment, and value-added services to improve operating efficiency. It also provides market data insights to assist dealers in their inventory procurement and marketing. Our big data analytics system collects over 25 million data points daily, covering approximately 390 cities. After de-duplication, data normalization and anomaly removal, this yields approximately five million highly relevant data items related to used vehicles for further analysis.

We attract customers through a variety of channels, including referrals, walk-ins, especially for certain of our dealerships located in prime areas, and online performance-based advertising. We believe referrals are key to our customers as they will want to purchase used automobiles from a business they can trust. Each dealership has a team of customer support specialists who provide assistance to our customers located around China. Our specialists are available to assist customers with questions that arise throughout the car buying process. These specialists are available via online chat or telephone and help customers navigate the website, answer specific questions and assist in loan applications. We take a consultative approach with our customers, offering live support and acting as a trusted partner to guide them through each phase of the purchase lifecycle. We are committed to providing our customers with the highest quality transaction experience and believe our customer support specialists are a meaningful reason why customers prefer transacting with us. The effectiveness of our model is reflected in the high ratings we receive from our customers and strong customer referrals. We focus on developing our customer support specialists and providing them with the information and resources they need to offer exceptional customer service.

Our platform facilitates value-added services to car purchasers, which is currently comprised sales of third-party insurance policies and third-party warranties. Our scale and our ability to provide an effective channel for insurance brokers and companies to acquire customers have enabled us to negotiate more favorable standard terms for car purchasers. The products currently offered through our platform are accident insurance and warranties against future repairs. We earn service fees from insurance and warranty policy brokers for facilitating the sale of such insurance products.

We obtain our used vehicle inventory through the large and liquid national used-car market. The majority of our inventory is acquired directly from customers, vehicle finance and leasing companies, online sales platforms or individuals, including those who seek to trade in their vehicles in connection with a purchase. We use internally-developed algorithms to advise our dealerships which types of cars to bid on and how much to bid, identifying criteria such as make, model, price range, and likely locations of such cars. Our software sifts through over 25 million data points per day. Using this data, we can evaluate the tens of thousands of potential vehicle purchases we consider each day, giving us a distinct advantage over traditional in-person sourcing methods. We utilize a broad range of data sources, including proprietary internal data and a variety of external data sources to support our assessments.

Prior to acquiring a vehicle, we put it through a thorough inspection process covering all major systems, controls, features, brakes, tires and cosmetics. Based on our inspection, we determine the reconditioning necessary to bring the vehicle up to our internal quality standards. We do not offer vehicles for sale which are in poor condition or have a history of accidents, water or fire damage and extensive mileage or other unacceptable attributes. After acquiring a vehicle, we transport the vehicle to one of our reconditioning locations, at which point the vehicle is entered into our inventory management system. Each reconditioning location includes trained technicians, vehicle lifts, dent repair and paint capabilities, and receives on-site support from third party vendors with whom we have integrated systems to ensure ready access to parts and materials. Our centrally trained repair teams perform substantially all routine mechanical and minor body repairs in-house at our dealership locations.

As of March 31, 2018, we had 14 dealerships across China. For the most part these are located in provincial capitals or comparable cities, where we believe the mix of cost structure, consumer demand and opportunity for growth is most favorable. The 14 dealerships are located in Dalian, Chongqing, Nanjing, Jinan, Hangzhou, Shenyang, Zhengzhou, Hohhot, Yinchuan, Cangzhou, Changchun, Shanghai, Suzhou and Wuhan.

Due to restrictions on foreign ownership of certain industries in China, our variable interest entity Shanghai Jieying Automobile Sales Co., Ltd., or Shanghai Jieying, holds our interests in the dealerships. When we acquire a dealership, the original shareholder of the dealership agrees to set up a new special purpose holding vehicle to which it transfers the eligible assets, employees and business contracts owned and leased by the existing dealership. In turn, Shanghai Jieying agrees to subscribe for 70% of the equity in this new entity. The consideration for the 70% equity interest consists of cash injected into the acquired dealership as well as contingent consideration in the form of shares of Kaixin Auto Group, our subsidiary and the parent of Shanghai Jieying. The payment of the contingent consideration is contingent upon the successful listing of Kaixin Auto Group as well as the performance of the acquired dealership. In addition, if the dealership opens a new store or acquires other car dealerships, then we may negotiate an additional performance evaluation method for the new store or acquired business.

In expanding our network of dealerships, we carefully consider potential markets and conduct systematic evaluation of each potential new site, using a scoring system that we developed over the years. In our scoring system, we consider a number of factors, including:

- location, nature and quality of the area served;
- population density in the area served;
- age distribution and average disposable income of consumers in the area served;
- spending patterns, dining habits and frequency of consumers in area served;
- locations of other car dealerships within the area served;
- estimated customer traffic;
- structure of the dealership, including availability of showroom and parking space; and
- rental costs, lease economics and estimated return on investment.

In addition to our dealerships, starting from 2018, we also engage with other in-network dealers through our platform, collaborating with them primarily to meet our inventory needs and by providing them financing. We work with both large dealers, who may have a broader and diverse inventory collection and more need for our financing services, and small dealers, who may have better local knowledge or offer inventory on attractive terms. We also support dealers with our dealer SaaS platform, which provides market insights and dealer management functionality.

We manage our relationships with dealers through a dedicated in-house team. Responsibilities of this team include sourcing, review and approval of dealer financing relationships, monitoring of vehicles sourced from dealers, and management of our dealer database. We monitor performance data on a real-time basis through our dealer SaaS system.

To ensure the quality of our dealer network as well as prevent potential fraud risk, we have implemented a rigorous procedure to screen dealers based on the dealer's licensing status, operation history, scale, location and various other factors.

Our Financing Business

We launched our financing business through internet finance services in the fourth quarter of 2014 with Renren Fenqi, a financial service platform providing credit financing to college students in China for making purchases on e-commerce platforms on an installment payment basis. In the first quarter of 2015, we launched a used automobile financing service which provides credit financing to used automobile dealers in China. In the second quarter of 2015, we launched Renren Licai, a financing platform, as one source of funds for the credit financing that we extend in our internet finance business. In the second quarter of 2016, we stopped making loans through Renren Fenqi, and we are now only collecting the remaining installment payments as they come due. The last of these installment payments will be due in the second quarter of 2018. In the third quarter of 2017, we stopped issuing new financing products on our Renren Licai platform. At the moment, the principal element of our financing business is our used automobile financing service which is now part of our Auto Group segment.

As of December 31, 2017, we had extended credit in an aggregate of RMB9,957.5 million (US\$1,473.7 million) to a total of 879 used automobile dealers in 60 cities mainly concentrated in Shandong, Henan, Jiangsu, Zhejiang and Sichuan provinces. This financing makes it possible for used automobile dealers to acquire and maintain inventory for their businesses. According to the China Automobile Dealers Association, sales of used automobiles in China totaled approximately 12.4 million units in 2017, as compared with 10.4 million units in 2016 and 9.4 million units in 2015.

Our loans to used automobile dealerships are structured on a sale-and-leaseback basis, whereby the dealership sells us the vehicle before leasing it back from us. We do not formally transfer the registration of the vehicle into our name or file mortgage registrations relating to the lease of the vehicle, but our contract with the lessor obligates them not to take any action that could undermine our title to the vehicle, and we retain in our control all documents relating to the vehicle and title and provide markings for the vehicle identifying it as owned by us. Our employees inspect the cars that are sold and leased back under these arrangements and visit the borrowers periodically to ensure that cars recorded as still in inventory have not been sold and that cars that have been sold are replaced by new inventory that becomes part of the security for the loans.

Funds for our financing business are provided by our issuance of asset-backed securities collateralized by that credit financing and by peer-to-peer platforms. In January 2016, we originated China's first asset-backed security product collateralized by finance leasing of used automobiles with an issuance in the amount of RMB 299.8 million (US\$46.1 million) and a term of 12 months. This product trades on the Shanghai Stock Exchange. In September 2016, we originated a second, similar asset-backed security product, also collateralized by finance leasing of used automobiles and also listed on the Shanghai Stock Exchange, in the amount of RMB 510.6 million (US\$78.5 million) and a term of 21 months. These asset-backed securities are reflected as liabilities on our balance sheet and the corresponding collateral, which is constantly renewed over the life of the securities, as assets. The financing that is provided by peer-to-peer platforms is primarily short-term, with a term of one to three months.

Our SaaS Business

We are developing a lead generation and customer relationship management (CRM) solution for real estate professionals in the United States under the brand name Chime. Chime is a comprehensive SaaS platform being designed to offer CRM, IDX and team management solutions and help real estate professionals launch marketing campaigns, track leads' activities, build customer relationships, manage websites and seamlessly communicate with teams across multiple devices. Our Chime team works with top real estate professionals in the San Francisco Bay Area to resolve the issues these professionals encountered from the fragmented apps and multiple disconnected systems in their daily work. Through cooperation with these top real estate professionals, Chime consolidates digital tools used in the real estate industry into one mobile-based easy-to-use platform.

We launched Chime in August 2016. Our Chime team consists of 221 employees as of December 31, 2017, among which 169 employees are responsible for research and development, 23 employees are responsible for sales and 29 employees are responsible for operations and general administration. Our Chime research and development team is based in Beijing and Wuhan and our Chime sales and operation teams are based in Utah. This business is still in an early stage.

In August 2017, we acquired 100% of Geographic Farming, LLC, a 360° real estate marketing and media service provider. Geographic Farming provides fully customizable lead capture landing pages that offer multiple home value estimates. We have enhanced Geographic Farming with Chime's customer relation management solution.

Strategic Investments

As our business model was transitioning, one of our principal business activities was evaluating and making a series of long-term investments in privately held companies that we believe offer us synergies or access to resources and know-how. The majority of these investments by value was concentrated in the fields of internet finance, social finance, and real estate investment and management, and the number and aggregate size of these investments was significant. As of December 31, 2017, we had US\$565.4 million of long-term investments, including US\$318.8 million in equity method investments, US\$144.8 million in cost method investments, and US\$101.8 million in available-for-sale investments. Our single largest long-term investment as of December 31, 2017 was a 14.97% interest in SoFi with a book value of US\$208.7 million, which accounted for 36.9% of our total long-term investments as of that date. Notes 10 to our financial statements included in this annual report gives detailed disclosure on our long-term investments.

We typically invested in early-stage companies where we could offer advice and guidance in shaping the company's development. While we primarily invested through the acquisition of non-controlling interests, we would normally obtain a board seat as a condition of making an investment of significant size. In order to prevent our ownership interest from being diluted, we invested in multiple rounds of financing in certain companies. Our strategy of acquiring non-controlling interests allowed us to invest in more companies than would have been the case if we were to only acquire controlling interests. Furthermore, our strategy of acquiring non-controlling interests greatly expanded the selection of companies that we could invest in, as founders of early-stage companies are often unwilling to sell a controlling interest. We believe that our connections with companies with related businesses helped us achieve our strategic goals even in the absence of control.

Due to the risk of being deemed to be an investment company, we launched a transaction on April 30, 2018, to dispose of OPI, the entity that holds most of these investments together with our ZenZone advertising agency business. See "Item 4. Information on the Company—A. History and Development of the Company—The Transaction." As of the date of this annual report, OPI holds shares in 44 portfolio companies and interests in 6 investment funds. These portfolio companies and investment funds have an aggregate book value of US\$530.6 million as of December 31, 2017, and represent the overwhelming majority of our long-term investments in terms of both book value and fair market value.

Our long-term investments in early-stage companies did not significantly impact our results of operations before the year 2016. However, impairment of long-term investments significantly increased our net losses in both 2016 and 2017. We had impairment of long-term investments of US\$102.3 million in the year ended December 31, 2016. Of this, US\$50.8 million was due to impairment of our investment in 268V Limited and US\$32.3 million was due to impairment of our investment in Motif Investing Inc. We also had impairment of long-term investments of US\$113.1 million in the year ended December 31, 2017. Of this, US\$35.0 million was due to impairment of our investment in Credit Shop, Incorporated, US\$15.0 million was due to impairment of our investment in Zhu Chao Holdings Company Limited, US\$12.1 million was due to impairment of our investment in 268V Limited, US\$11.6 million was due to impairment of our investment in Eunke Technology Ltd., US\$11.0 million was due to impairment of our investment in KoolRay Vision Inc. and US\$10.0 million was due to impairment of our investment in Snowball Finance Inc.

In addition to our long-term investments in early-stage companies, we made a number of long-term investments in investment partnerships and short-term investments in financial instruments. These investments were made for cash management purposes. Notes 9 and 10 to our financial statements included in this annual report give detailed disclosure on these investments. See "Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry—If we fail to manage our cash prudently, we may suffer material losses or material fluctuation in the value of our assets or be unable to carry out our business strategies."

Payment Methods and Systems

We have two forms of virtual currency that we make available to our users: "Renren Beans" and "Renren Points." Renren Beans can be used to purchase any of our IVAS or other paid services and applications for users. Renren Points are for use specifically with our mobile live streaming services. We launched Renren Beans in October 2007 and Renren Points concurrently with our launch of mobile live streaming in March 2016.

Users can acquire Renren Beans and Renren Points online by purchasing the virtual currency directly on our Renren platform through third-party online payment systems through bank cards and mobile and SMS payments, among other methods. In cooperation with third-party payment service providers, such as Alipay, Apple Pay, WeChat Pay, 99 Bills, Yeepay and Jcard, we provide a wide selection of payment services to users.

Sales and Marketing

Sales team for financing and SaaS business

We have established a team of sales and marketing personnel dedicated to our financing business. As of December 31, 2017, we had 338 sales and marketing personnel focusing on our growing financing business. Most of these personnel visit used automobile dealerships to persuade dealers to take out or renew loans from us. We also have sales and marketing personnel based in Utah, Arizona and the Philippines who are responsible for growing our incipient Chime business.

Used Automobile Sales

We believe our customer base is similar to the overall market for used automobiles at the typical price points of our vehicles. As of the date of this annual report, the growth of our used auto sales business has primarily been through referrals from one customer to the next. We also believe our strong customer focus ensures customer loyalty which will drive both repeat purchases and referrals. Our sales are primarily made in-store, but we have invested heavily in our online sales channel, including through the Kaixin app and our web interface. We also utilize other online vertical channels. We believe this is a key advantage over our competitors, whether traditional dealers, who do not have a strong offline presence, or online-only competitors, who lack the offline infrastructure and in-store experience we are able to provide.

Advertising Sales

As is customary in China, we sell our online advertising services and solutions primarily through third-party advertising agencies that represent end-advertisers. Our sales force for online advertising services is organized by industry and provides a broad range of services and solutions.

Marketing and Brand Promotion

We believe that brand recognition is important to our ability to attract users. We have engaged in both online and offline marketing activities to promote our Renren brand, Chime brand and to rebrand our dealerships, many of which have an established local brand, as Kaixin Dealerships. To date, user recognition of our Renren brand has primarily grown virally, and we have built our Renren brand with modest marketing and brand promotion expenditures. In addition, for our used automotive sales business, we work with dealerships on marketing initiatives to further leverage our Kaixin brand value. Our dealerships also engage in certain other promotional activities, including placement of local radio ads. From 2015 to 2017, we launched a series of online and offline branding campaigns to solidify our Renren brand among the young generation. Although we may have to expand on our promotions from time to time, especially when we launch new services or products, our marketing expenses for these promotions are relatively small when compared to those of our principal competitors.

To encourage such viral growth, we focus on continuously improving the quality of our services, as we believe satisfied users and their friends are more likely to recommend our services to others. We also work with other operators and platforms for cross-marketing and co-branding projects to further leverage our existing brand value.

We have a marketing team that initiates various marketing activities. For example, we market our services through media partnerships, co-branding campaigns with other brands, initiatives with hit movies and sponsorship of cultural events such as music festivals. From 2015 to 2017, we organized a marketing think tank alliance “Young People Matter” with leading consumer brands, major advertising agencies and a variety of other organizations in China. We hosted a series of events for the alliance members to conduct direct conversations with college students, particularly the thought leaders and active users on *renren.com*. We believe that this alliance and its events further strengthened Renren’s reputation as an SNS platform for the young population in China and we expect to continue to actively participate in it.

We are currently aggressively rebranding our dealerships, many of whom have an established local brand, as Kaixin Dealerships. Currently, we are co-branding our dealerships to associate their existing brands with the Kaixin brand, which means “Happiness” in Chinese and has had strong impact and positive response in other applications, including a social gaming platform previously operated by Renren. By empowering our dealers with this highly recognizable brand name, they will gain further credibility and trustworthiness.

To date, user recognition of our brand has primarily grown virally and by referrals, and we have built our brand with modest marketing and brand promotion expenditures. To encourage such viral growth, we focus on continuously improving the quality of our services, as we believe satisfied users and their friends are more likely to recommend our services to others. In addition, we work with dealerships on marketing initiatives to further leverage our brand value. Our dealerships also engage in certain other promotional activities, including placement of local radio ads.

We anticipate future marketing experience to mostly be performance-based advertising, with the purpose being to drive traffic that translated to customer purchases. We believe this is an appropriate strategy in the premium used automobile market, where customers are widely distributed and who engage in used automobile transactions relatively infrequently. We expect these advertisements will generally fall into three areas: vertical automotive media, selected online channels and selected offline channels. In addition to our paid channels, we intend to attract new customers through enhancing our media and public relations efforts, including organic marketing to enhance our reputation. Although we may have to expand on our promotions from time to time, especially when we launch new services or products, we expect our marketing expenses for these promotions will be relatively small when compared to those of our principal competitors.

Seasonality

Seasonal fluctuations and industry cyclicality have affected our business in the past. Our Renren SNS business is indirectly affected during the summer and winter vacations because many students do not broadcast when they are away from school. Our automotive sales business is affected by seasonality in used automobile sales, which tends to affect dealers' need for financing for new inventory. Used automobile sales tend to be lower in the first quarter of each year than in the other three quarters due to the effect of the Chinese New Year holiday. Our financing business is indirectly affected by seasonality in used automobile sales, which tends to affect dealers' need for financing for new inventory. As our financing business and our automotive sales business is still growing rapidly, seasonality may be less evident than it otherwise would be, and as our business continues to evolve, the nature of our seasonality may change.

Competition

The internet industry in China is rapidly evolving and highly competitive. We face significant competition in almost every aspect of our business. In our social networking business that provides multiple services, including live streaming service and other value-added services, we compete with companies and services such as Tencent's WeChat, QQ mobile, and Q-zone, SINA's Weibo, Momo, YY, Huajiao and Douyu. Competition with these services in the mobile landscape is as intense as with their PC counterparts, if not more so. In our financing business, we primarily compete with the companies of providing financing services to individual consumers and dealerships in automobile financing services. We expect the competition in the internet finance industry in China will continue to intensify as the industry develops in the near future. In relation to our used automobile sales business, our competitors primarily include the publicly and privately owned used and new car dealers, online and mobile sales platforms, as well as millions of private individuals.

We compete for users and user engagement primarily on the basis of helping users communicate, share and have fun on our platform as a result of quality and innovation in our user-facing products, as well as brand name and recognition and quality of user-generated content. We believe the mobile market competitive landscape will continue to intensify in the near future.

We compete for financing business primarily on our risk management and data management capabilities, our brand reputation, our sales capability, our stable partner relationships, our technical strength and our process management.

In addition, the PRC automobile marketplace is highly fragmented. We also compete against many online automobile platforms, including Uxin, Guazi, Dasouche, and Renrenche for our automotive sales business. A number of used vehicles are also bought and sold through privately negotiated transactions.

Regulation

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

Regulations on Value-Added Telecommunications Services

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

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

In 2009, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating License, or the Telecom License Measures. On July 3, 2017, Telecom License Measures was further revised and it became effective on September 1, 2017. The Telecom License Measures set forth the types of licenses required to operate value-added telecommunications services and the qualifications and procedures for obtaining such licenses. For example, an ICP operator providing value-added services in multiple provinces is required to obtain an interregional license, whereas an ICP operator providing the same services in one province is required to obtain a local license.

To comply with these laws and regulations, our information services operator, Qianxiang Tiancheng, holds a value-added telecommunications business operating license and an ICP license, and our ICP operators Qianxiang Wangjing and Wole Shijie both hold ICP licenses.

Restrictions on Foreign Ownership in Value-Added Telecommunications Services

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

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

To comply with these regulations, we operate our websites through our PRC domestic companies, i.e., Qianxiang Tiancheng, Qianxiang Wangjing and Wole Shijie, each holds relevant licenses and permits.

Regulations on Internet Content Services

National security considerations are an important factor in the regulation of internet content in China. The National People's Congress, the PRC's national legislature, has enacted laws with respect to maintaining the security of internet operations and internet content. According to these laws, as well as the Administrative Measures on Internet Information Services, violators may be subject to penalties, including criminal sanctions, for internet content that:

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

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

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

To comply with these laws and regulations, we have adopted internal procedures to monitor content displayed on our websites, including a team of employees dedicated to screening and monitoring content uploaded on our websites and removing inappropriate or infringing content.

Regulations on Internet Publishing

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

Regulations on Information Security

The Ministry of Public Security promulgated measures in 1997, further revised in 2011, that prohibit the use of the internet in ways which, among other things, result in a leakage of state secrets or the distribution of socially destabilizing content. Socially destabilizing content includes any content that incites defiance or violations of PRC laws or regulations or subversion of the PRC government or its political system, spreads socially disruptive rumors or involves cult activities, superstition, obscenities, pomography, gambling or violence. State secrets are defined broadly to include information concerning PRC national defense, state affairs and other matters as determined by the PRC authorities. In addition, the State Secrecy Bureau has issued provisions authorizing the blocking of access to any website it deems to be leaking state secrets or failing to comply with the relevant legislation regarding the protection of state secrets.

In 2005, the Ministry of Public Security promulgated Provisions on Technological Measures for Internet Security Protection, which require all ICP operators to keep records of certain information about their users (including user registration information, log-in and log-out time, IP address, content and time of posts by users) for at least 60 days and submit the above information as required by laws and regulations. The ICP operators must regularly update information security systems for their websites with local public security authorities, and must also report any public dissemination of prohibited content. If an ICP operator violates these measures, the PRC government may revoke its ICP license and shut down its websites.

In November 2016, the Standing Committee of the National People's Congress issued the Cyber Security Law, which came into effect on June 1, 2017. This is the first Chinese law that focuses exclusively on cyber security. The Cyber Security Law provides that network operators must set up internal security management systems that meet the requirements of a classified protection system for cybersecurity, including appointing dedicated cybersecurity personnel, taking technical measures to prevent computer viruses, network attacks and intrusions, taking technical measures to monitor and record network operation status and cybersecurity incidents, and taking data security measures such as data classification, backup and encryption. The Cybersecurity Law also imposes a relatively vague but broad obligation to provide technical support and assistance to the public and state security authorities in connection with criminal investigations or for reasons of national security. The Cybersecurity Law also requires network operators that provide network access or domain name registration services, landline or mobile phone network access, or that provide users with information publication or instant messaging services, to require users to provide a real identity when they sign up. The Cyber Security Law sets high requirements for the operational security of facilities deemed to be part of the PRC's "critical information infrastructure." These requirements include data localization, i.e., storing personal information and important business data in China, and national security review requirements for any network products or services that may have an impact on national security. Among other factors, "critical information infrastructure" is defined as critical information infrastructure that will, in the event of destruction, loss of function or data leak, result in serious damage to national security, the national economy and people's livelihood, or the public interest. Specific reference is made to key sectors such as public communication and information services, energy, transportation, water-resources, finance, public service and e-government. However, no official guidelines as to the scope of "critical information infrastructure" have been formally issued.

Our PRC companies which are ICP operators have completed the mandatory security filing procedures with the respective local public security authorities, regularly update their information security and content-filtering systems with newly issued content restrictions, and maintain records of users' information as required by the relevant laws and regulations. They have also taken measures to delete or remove links to content that to their knowledge contains information violating PRC laws and regulations. Substantially all of the content published on our websites is manually screened by employees who are dedicated to screening and monitoring content published on our website and removing prohibited content. All of the other content, primarily consisting of comments posted by users, is first screened by our filtering systems and content containing prohibited words or images is manually screened by our employees. We believe that with these measures in place, no prohibited content under PRC information security laws and regulations should have been publicly disseminated through our website in the past. However, due to the significant amount of content published on our website by our users on a daily basis, if any prohibited content is publicly disseminated in the future and we become aware of it, we will report it to the relevant governmental authority. We believe these measures are generally in compliance with the relevant laws and regulations.

Regulations on Internet Privacy

In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The PRC law does not prohibit ICP operators from collecting and analyzing personal information from their users. However, the Administrative Measures on Internet Information Services prohibit an ICP operator from insulting or slandering a third party or infringing the lawful rights and interests of a third party. Pursuant to Decision on Strengthening Network Information Protection promulgated by the Standing Committee of the National People's Congress in 2012, ICP operators that provide electronic messaging services must keep users' personal information confidential and must not disclose such personal information to any third party without the users' consent or unless required by law. The regulations further authorize the relevant telecommunications authorities to order ICP operators to rectify unauthorized disclosure. ICP operators are subject to legal liability if the unauthorized disclosure results in damages or losses to users. The PRC government, however, has the power and authority to order ICP operators to turn over personal information if an internet user posts any prohibited content or engages in illegal activities on the internet. In December 2011, the MIIT promulgated the Several Provisions on Regulating the Market Order of Internet Information Services, which became effective in March 2012. Without obtaining the consent from the users, telecommunication business operators and ICP operators may not collect or use the users' personal information. The personal information collected or used in the course of provision of services by the telecommunication business operators or ICP operators must be kept in strict confidence, and may not be divulged, tampered with or damaged, and may not be sold or illegally provided to others. The ICP operators are required to take certain measures to prevent any divulge, damage, tamper or loss of users' personal information.

In December 2012, the Standing Committee of the National People's Congress of the PRC issued the Decision on Strengthening the Protection of Online Information. Under this decision, ICP operators are required to take such technical and other measures necessary to safeguard information against inappropriate disclosure. To further implement this decision and relevant rules, MIIT issued the Regulation of Protection of Telecommunication and Internet User Information in 2013.

In November 2016, the Standing Committee of the National People's Congress issued the Cyber Security Law, which came into effect on June 1, 2017. The Cyber Security Law imposes certain data protection obligations on network operators, including that network operators may not disclose, tamper with, or damage users' personal information that they have collected, and that they are obligated to delete unlawfully collected information and to amend incorrect information. Moreover, internet operators may not provide users' personal information to others without consent. Exempted from these rules is information irreversibly processed to preclude identification of specific individuals. Also, the Cyber Security Law imposes breach notification requirements that will apply to breaches involving personal information.

To comply with these laws and regulations, we require our users to accept a user term whereby they agree to provide certain personal information to us, and have established information security systems to protect users' privacy and have filed them with the MIIT or its local branch as required.

Regulations on Virtual Currency

The Notice on the Reinforcement of the Administration of Internet Cafes and Online Games, jointly issued by the Ministry of Culture, the People's Bank of China and other government authorities in 2007, directs the People's Bank of China to strengthen the administration of virtual currency in online games to avoid any adverse impact on the real economic and financial systems. This notice provides that the total amount of virtual currency issued by online game operators and the amount purchased by individual users should be strictly limited, with a strict and clear division between virtual transactions and real e-commerce transactions. This notice also provides that virtual currency should only be used to purchase virtual items.

The Notice on the Strengthening of Administration on Online Game Virtual Currency, jointly issued by the Ministry of Culture and the Ministry of Commerce in 2009, broadly defined virtual currency as a type of virtual exchange instrument issued by internet game operation enterprises, purchased directly or indirectly by the game user by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the internet game operation enterprises in electronic record format and represented by specific numeric units. Virtual currency is used to exchange internet game services provided by the issuing enterprise for a designated extent and time, and is represented by several forms, such as online prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. In 2009, the Ministry of Culture further promulgated the Filing Guidelines on Online Game Virtual Currency Issuing Enterprises and Online Game Virtual Currency Trading Enterprises, which specifically defines "issuing enterprise" and "trading enterprise" and stipulates that a single enterprise may not operate both types of business.

On December 1, 2016, the MOC issued the Online Game Operation Notice, which became effective on May 1, 2017. The Online Game Operation Notice standardizes rules regarding the issuance of virtual items used for online games. The Online Game Operation Notice provides that the issuance and exchange of virtual items issued by online game operators must be administered in accordance with the regulations applicable to virtual currency; that online game operators generally may not allow online game virtual currency to be exchanged for real currency or physical items; requires that, when online game operators allow users to exchange small-value physical items for virtual items, the content and value of such physical items must comply with applicable laws and regulations; and stipulates that online game operators are prohibited from providing lucky draws or lotteries that are conducted on the condition that participants contribute cash or virtual currencies in exchange for virtual items and services and must publish the results of such lucky draws or lotteries on the website of or other conspicuous location in the game and must maintain all relevant records for at least 90 days. In addition, enterprises engaged in online game operations shall require online game users to register their real names by using valid identity documents and shall limit the amount that an online game user may top up each time in each game.

Qianxiang Wangjing possesses an Online Culture Operating Permit with a business scope encompassing the "issuance of virtual currency."

Regulations on Advertisements

The PRC government regulates advertising, including online advertising, principally through the State Administration for Industry and Commerce. We conduct our advertising business (including our ZenZone business) through consolidated affiliated entities in China, namely Qianxiang Tiancheng and Qianxiang Wangjing.

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

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

In July 2016, the State Administration for Industry and Commerce issued the Interim Measures for the Administration of Internet Advertising, which became effective on September 1, 2016. These interim measures clarify that "internet advertisements" means commercial advertisements that promote commodities or services directly or indirectly via internet media such as websites, webpages and internet applications in the form of texts, pictures, audio, video or other forms. These interim measures also create a number of new requirements for internet advertisers. For example, these interim measures state that paid search advertisements should be clearly distinguished from ordinary search results. In addition, consistent with the Advertising Law, these interim measures require that advertisements published on internet pages in the form of pop-ups or other similar forms shall be clearly marked with a "close" button to ensure "one click to close." The measures also prohibit unfair competition in internet advertisement publishing, including (1) providing or using any programs or hardware to intercept or filter any legally operated advertisements of other persons; and (2) using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block legally operated advertisements of other persons or load advertisements without authorization. Violation of these regulations may result in fine of no more than RMB 30,000 (US\$4,611), with any punishments administered by the Administrative Authority for Industry and Commerce in the place where the advertisement publisher is located.

In February 2018, the State Administration for Industry and Commerce promulgated the Notice on Launching Special Overhaul of Internet Advertising. This notice specifies that illegal internet advertisements that have an adverse social impact, generate enormous publicity or are detrimental to the personal and property safety of the public will be regulated more strictly.

Regulations on Broadcasting Audio/Video Programs through the Internet

In 2007, the SARFT and the MIIT jointly issued the Rules for the Administration of Internet Audio and Video Program Services, commonly known as Circular 56, which came into effect as of January 31, 2008. Circular 56 reiterates the requirement set forth in the A/V Broadcasting Rules that online audio/video service providers must obtain a license from the SARFT. Furthermore, Circular 56 requires all online audio/video service providers to be either wholly state-owned or state-controlled. According to relevant official answers to press questions published on the SARFT's website dated February 3, 2008, officials from the SARFT and the MIIT clarified that online audio/video service providers that already had been operating lawfully prior to the issuance of Circular 56 may re-register and continue to operate without becoming state-owned or controlled, provided that such providers have not engaged in any unlawful activities. This exemption will not be granted to online audio/video service providers established after Circular 56 was issued. Such policies have been reflected in the Application Procedure for Audio/Video Program Transmission License.

In 2009, the SARFT released a Notice on Strengthening the Administration of Online Audio/Video Content. This notice reiterated, among other things, that all movies and television shows released or published online must comply with relevant regulations on the administration of radio, film and television. In other words, these movies and television shows, whether produced in the PRC or overseas, must be pre-approved by SARFT, and the distributors of these movies and television shows must obtain an applicable permit before releasing any such movie or television show. In 2012, SARFT and the State Internet Information Office of the PRC issued a Notice on Improving the Administration of Online Audio/Video Content Including Internet Drama and Micro Films. In 2014, the State Administration for Press, Publication, Radio, Film and Television (formed when GAPP was combined with SARFT in March 2013) released a Supplemental Notice on Improving the Administration of Online Audio/Video Content Including Internet Drama and Micro Films. This notice stresses that entities producing online audio/video content, such as internet dramas and micro films, must obtain a permit for radio and television program production and operation, and also that online audio/video content service providers should not release any internet dramas or micro films that were produced with any entity lacking such permit. For internet dramas or micro films produced and uploaded by individual users, the online audio/video service providers transmitting such content will be deemed responsible as the producer. Further, under this notice, online audio/video service providers can only transmit content uploaded by individuals whose identity has been verified and which content complies with the relevant content management rules. This notice also requires that online audio/video content, include internet drama and micro films, be filed with the relevant authorities before release.

In September 2016, SARFT issued a Circular on Strengthening the Administration on Online Live Broadcast of Audio/Video Programs. The circular requires that providers of live online broadcasts of audio/video programs must obtain an audio/video program transmission license. The circular also prohibits any organization or person on the internet from calling themselves a “television” or “television station” without authorization.

In November 2016, the Cyberspace Administration of China issued Regulations for the Administration of Online Live Streaming Services, or the Online Live Streaming Service Regulations, which took effect on December 1, 2016. The Online Live Streaming Service Regulations require that all live streaming services providers and distributors obtain licenses for their services, including that: (i) live streaming services providers and distributors of online streaming news must obtain a permit for the provision of news information services over the internet and (ii) providers of live performance broadcasts or streaming and providers of live broadcasts of online audio/video programs must also obtain the corresponding permits. The Online Live Streaming Service Regulations also require service providers to censor content before releasing it, and to establish systems that allow them to block illegal live streams immediately. The Online Live Streaming Services Regulations introduce “know your performer” procedures for streaming services providers in respect of all performers on their platforms, including through ID checks and real-name verification, as many artists use pseudonyms or stage names. Streaming services providers are also required to verify through follow-up interviews or other means all data they collect in that regard. Access to streaming services is also supposed to be restricted, which means available only with registration. Further, if chat room functions or other interactive services are offered on such sites, then streaming services providers have the added obligation of reporting any illegal content posted by their users to the relevant authorities. However, there are no guidelines as yet as to what constitutes “illegal content.”

In December 2016, the Ministry of Culture released the Administrative Measures for Online Performance Business Activities. These measures target providers of online live performance broadcasts and streaming that derive a profit from such activities through advertising, sponsorship or by charging for access. These measures came into effect on January 1, 2017, and require streaming services providers to obtain a permit from the provincial cultural affairs bureau and to display their license number in a prominent place on the website, such as on the homepage or landing page.

On March 16, 2018, the State Administration of Press, Publication, Radio, Film and Television of the People’s Republic of China issued the Notice on Further Regulating the Order of Transmitting Online Audio-visual Programs. The notice prohibits all online audio/video service providers from engaging in (i) production and transmission of any unauthorized re-editing, re-dubbing or parody of other films, television programs, and online audio-visual programs, (ii) transmitting any trailers or previews of radio and television programs or audio-visual programs that have not obtained the relevant permit or completed required filing procedures. Further, any audio-visual program service provider which has not obtained the License for Online Transmission of Audio-Visual Programs may not engage in sponsorship of or any form of cooperation with any audio-visual program.

Wole Shijie operates *woxiu.com*, a social video platform for users to stream performances live to viewers. For such services, Guangzhou Qunge Information Technology Co., Ltd., a wholly-owned subsidiary of Wole Shijie, currently holds an ICP license, a Broadcasting and Television Program Production and Management License, as well as an Online Culture Operation License, which among other things permits *woxiu.com* to provide plays, programs and performances. Guangzhou Qunge does not hold an Audio/Video Program Transmission License. In addition, we also opened our social graph from a friend-based network to a follow-based social network, and multi-likes and mobile live streaming have been added to the app and are rapidly becoming popular features. To provide such services, Qianxiang Wangjing currently holds an ICP license and an Online Culture Operation License, which among other things permits *renren.com* to provide plays, programs and performances. Qianxiang Wangjing does not hold Audio/Video Program Transmission License.

Regulations on Internet Mapping Services

Under the Surveying and Mapping Law adopted by the National People’s Congress, entities engaged in surveying and mapping services should obtain a surveying and mapping qualification certificate and comply with the state’s surveying and mapping criteria. According to the amended Administrative Rules of Surveying Qualification Certificate and the amended Standard for Surveying Qualification Certificate issued by the National Administration of Surveying, Mapping and Geoinformation in August 2014 and July 2014, respectively, and the Notice on Further Strengthening the Administration of Internet Map Services Qualifications, issued in 2011, the provision of internet mapping services by any non-surveying and mapping enterprise is subject to the approval of the National Administration of Surveying, Mapping and Geoinformation and requires a surveying and mapping qualification certificate. According to these rules, certain conditions and requirements, such as a minimum number of technical and map security verification personnel, security facilities, and approval from relevant provincial or national governments of the service provider’s security, qualification management and filing management systems, must be complied with by an enterprise applying for a Surveying and Mapping Qualification Certificate. The Internet Mapping Services License covers the following mapping services: (1) geographic location, (2) geographic information uploading and labeling, and (3) map database development. Qianxiang Wangjing holds a Surveying and Mapping Qualification Certificate for internet mapping.

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

Regulations on Illegal Fund-Raising

Raising funds by entities or individuals from the general public must be conducted in strict compliance with applicable PRC laws and regulations to avoid administrative and criminal liabilities. The Measures for the Banning of Illegal Financial Institutions and Illegal Financial Business Operations promulgated by the State Council in July 1998 and revised in January 2011, and the Notice on Relevant Issues Concerning the Penalty on Illegal Fund-Raising issued by the General Office of the State Council in July 2007, explicitly prohibit illegal public fund-raising. The main features of illegal public fund-raising include: (i) illegally soliciting and raising funds from the general public by means of issuing stocks, bonds, lotteries or other securities without obtaining the approval of relevant authorities, (ii) promising a return of interest or profits or investment returns in cash, properties or other forms within a specified period of time, and (iii) using a legitimate form to disguise the unlawful purpose.

To further clarify the criminal charges and punishments relating to illegal public fund-raising, the Supreme People's Court promulgated the Judicial Interpretations to Issues Concerning Applications of Laws for Trial of Criminal Cases on Illegal Fund-Raising, which came into force in January 2011. These interpretations provide that a public fund-raising will constitute a criminal offense related to "illegally soliciting deposits from the public" under the PRC Criminal Law, if it meets all the following four criteria: (i) the fundraising has not been approved by the relevant authorities or is concealed under the guise of legitimate acts; (ii) the fund-raising employs general solicitation or advertising such as social media, promotion meetings, leafletting and SMS advertising; (iii) the fundraiser promises to repay, after a specified period of time, the capital and interests, or investment returns in cash, properties in kind and other forms; and (iv) the fund-raising targets at the general public as opposed to specific individuals. An illegal fund-raising activity will be fined or prosecuted in the event that it constitutes a criminal offense. Pursuant to these interpretations, an offender that is an entity will be subject to criminal liabilities, if it illegally solicits deposits from the general public or illegally solicits deposits in disguised form (i) with the amount of deposits involved exceeding RMB 1,000,000 (US\$153,697), (ii) with over 150 fund-raising targets involved, or (iii) with the direct economic loss caused to fund-raising targets exceeding RMB 500,000 (US\$76,849), or (iv) the illegal fund-raising activities have caused baneful influences to the public or have led to other severe consequences. An individual offender is also subject to criminal liabilities but with lower thresholds. In addition, an individual or an entity who has aided in illegal fund-raising from the general public and charges fees including but not limited to agent fees, rewards, rebates and commission, constitute an accomplice of the crime of illegal fund-raising. In accordance with the Opinions of the Supreme People's Court, the Supreme People's Procurator and the Ministry of Public Security on Several Issues concerning the Application of Law in the Illegal Fund-Raising Criminal Cases promulgated on March 25, 2014, the administrative proceeding for determining the nature of illegal fund-raising activities is not a prerequisite procedure for the initiation of criminal proceeding concerning the crime of illegal fund-raising, and the administrative departments' failure in determining the nature of illegal fund-raising activities does not affect the investigation, prosecution and trial of cases concerning the crime of illegal fundraising.

Regulations on Internet Finance Services

In July 2015, ten PRC regulatory agencies, including the People's Bank of China, the MIIT and the China Banking Regulatory Commission, jointly issued the Guidelines on Promoting the Healthy Development of Internet Finance, or the Guidelines. The Guidelines call for active government support of China's internet finance industry, including the online peer-to-peer lending service industry, and clarify the division of responsibility among regulatory agencies. The Guidelines specify that the China Banking Regulatory Commission will have primary regulatory responsibility for the online peer-to-peer lending service industry in China and state that online peer-to-peer lending service providers shall act as an intermediary platform to provide information exchange, matching, credit assessment and other intermediary services, and must not provide credit enhancement services and/or engage in illegal fund-raising. The Guidelines provide additional requirements for China's internet finance industry, including the use of custody accounts with qualified banks to hold customer funds as well as information disclosure requirements.

In August 2016, four PRC regulatory agencies, including the China Banking Regulatory Commission, the MIIT, the Ministry of Public Security and Cyberspace Administration of China, published the Interim Measures on the Administration of Business Activities of Peer-to-Peer Lending Information Intermediaries, which we refer to as the Interim Measures. The Interim Measures define online lending intermediaries as the financial information intermediaries that are engaged in online peer-to-peer lending information business and provide lenders and borrowers with lending information services, such as information collection and publication, credit rating, information interaction and loan facilitation. Consistent with the Guidelines, the Interim Measures prohibit online lending intermediaries from providing credit enhancement services and collecting funds directly or indirectly, and require, among others, (i) that online lending intermediaries intending to provide online lending information agency services and its subsidiaries and branches must make relevant record-filing with local financial regulatory authorities with which it is registered after obtaining the business license; (ii) that online lending intermediaries operating telecommunication services must apply for relevant telecommunication service license after the completion of the record-filing and registration with the local financial regulatory authority; and (iii) that online lending intermediaries must materially specify the online lending information intermediary in the business scope.

The Interim Measures list the following businesses that an online lending intermediary must not, by itself or on behalf of a third party, participate in: (i) financing for themselves whether or not in disguised form; (ii) accepting or collecting directly or indirectly the funds of lenders; (iii) providing lenders with guarantee or promise on guarantee of principal and interest directly or in disguised form; (iv) publicizing or promoting financing projects at physical locations or entrusting or authorizing a third party to do so; (v) extending loans, except otherwise as provided by laws and regulations; (vi) splitting the term of any financing project; (vii) offering wealth management and other financial products by themselves to raise funds, and selling as an agent bank wealth management, securities company asset management, fund, insurance or trust products and other financial products; (viii) conducting asset securitization business or realizing transfer of creditors' rights in the forms of asset packaging, asset securitization, trust assets, fund shares, etc.; (ix) engaging in any form of mixture, bundling or agency with other institutions in investment, agency in sale, brokerage and other business except as permitted by laws, regulations and relevant regulatory provisions on online peer-to-peer lending; (x) falsifying or exaggerating earnings outlook of financing projects, concealing the defects and risks of financing projects, making false advertising or promotion, etc., by using ambiguous words or other fraudulent means, fabricating or spreading false or incomplete information impairing the business reputation of others or misleading lenders or borrowers; (xi) providing information intermediary services for high-risk financing which uses the borrowed funds for investment in stocks, over-the-counter fund distribution, futures contracts, structured funds and other derivative products; (xii) engaging in businesses such as crowd-funding in equity; and (xiii) other activities prohibited by the laws, regulations and the regulatory provisions on online peer-to-peer lending. In addition, the Interim Measures stipulate that online lending intermediaries shall not operate businesses other than risk management and necessary business processes such as information collection and confirmation, post-loan tracking and pledge management in accordance with online lending regulations, via offline physical locations. Furthermore, the Interim Measures provide that online lending intermediaries shall, based on their risk management capabilities, set upper limits on the loan balance of a single borrower borrowing both from one online lending intermediary and from all online lending intermediaries. In the case of natural persons, this limit shall not be more than RMB200,000 for one online lending intermediary and not more than RMB1 million in total from all platforms, while the limit for a legal person or organization shall not be more than RMB1 million for one online lending intermediary and not more than RMB5 million in total from all platforms. Moreover, the Interim Measures require that each online lending intermediary (i) separate its own capital from funds received from lenders and borrowers and (ii) select a qualified banking financial institution as its funding custodian institution, which shall perform custody and administrative responsibilities as required.

The Interim Measures also set out certain additional requirements applicable to online lending intermediaries on, among other things, the real-name registration of lenders and borrowers, the risk control, internet and information security, limits on the fund collection period (up to 20 business days), allocation of charges, personal credit management, file management, lenders and borrowers protection, prohibition on making decisions by online lending intermediaries on behalf of the lender without the authorization of the lender, administration of electronic signatures and information disclosure. Any violation of the Interim Measures by an online lending intermediary may subject such online lending intermediary to certain penalties as determined by applicable laws, and regulations, or by relevant government authorities if the applicable laws and regulations are silent on the penalties. The applicable penalties may include but are not limited to, criminal liabilities, warning, rectification, tainted integrity record and fines of up to RMB30,000. If any online lending intermediary established prior to the implementation of these Interim Measures fails to conform to the provisions of these Interim Measures, the local financial regulatory authority shall require such online lending intermediary to make rectification, and the rectification period shall not exceed 12 months.

On October 28, 2016, the China Banking Regulatory Commission, the MIIT and the State Administration for Industry and Commerce jointly published the Guidelines on the Administration of Record-filings of Online Lending Information Intermediary Agencies to establish and improve the record-filing mechanisms for online lending intermediaries. According to the guidelines, a newly established online lending intermediary shall make the record-filings with the local financial regulatory authority after obtaining the business license; while with respect to any online lending intermediary which is established and begins to conduct the business prior to the publication of these guidelines, the local financial regulatory authority shall, pursuant to relevant arrangement of specific rectification work for risks in online peer-to-peer lending, accept the application for record-filings submitted by a qualified online lending intermediary, or any online lending intermediary which has completed the rectification confirmed by relevant authorities.

On February 22, 2017, the China Banking Regulatory Commission released the Guidelines to Regulate Funds Custodian for online lending intermediaries. These guidelines define depositories as commercial banks that provide online lending fund custodian services, and stipulate that the depositories shall not engage in offering any guarantee, including: (i) offering guarantees for lending transaction activities conducted by online lending intermediaries, or undertaking any liability for breach of contract related to such activities; (ii) offering guarantees to lenders, guaranteeing principal and dividend payments or bearing the risks associated with fund lending operations for lenders.

On April 18, 2017, the Online Lending Rectification Office issued the Notice on the Performance of Check and Rectification of Cash Loan Business Activities and a supplementary notice. This notice requires the local branches of the Online Lending Rectification Office to conduct a comprehensive review and inspection of the cash loan business of online lending platforms and require such platforms to implement necessary improvements and remediation within a specific period to comply with the relevant requirements under the applicable laws and regulations. The notice focuses on preventing malicious fraudulent activities, loans that are offered at excessive interest rates and violence in the loan collection processes in the cash loan business operation of online lending platforms. The Online Lending Rectification Office also issued a list of cash loan business activities that are to be examined.

On August 23, 2017, the General Office of the China Banking Regulatory Commission released the Guidelines on Information Disclosure of Business Activities of Online Lending Information Intermediaries. Consistent with the Interim Measures, these guidelines emphasize the requirement of information disclosure by an online lending intermediary and further, detail the frequency and scope of such information disclosure. Any violation of the these guidelines by an online lending intermediary may subject the online lending intermediary to certain penalties under Interim Measures. In addition, the guidelines require online lending intermediaries that do not fully comply with the guidelines in conducting their business to rectify the relevant activities within six months after the release of the guidelines.

On December 1, 2017, the Internet Finance Rectification Office and the Online Lending Rectification Office jointly issued the Notice on Regulating and Rectifying “Cash Loan” Business, or Circular 141, outlining general requirements on the “cash loan” business conducted by network microcredit companies, banking financial institutions and online lending information intermediaries. Circular 141 specifies the features of “cash loans” as not relying on consumption scenarios, with no specified use of loan proceeds, no qualification requirement on customers and unsecured etc. Circular 141 sets forth several general requirements with respect to “cash loan” business, including, without limitation: (i) no organizations or individuals may conduct the lending business without obtaining approvals for the lending business; (ii) the aggregated borrowing costs of borrowers charged by institutions in the forms of interest and various fees should be annualized and subject to the limit on interest rate of private lending set forth in the Private Lending Judicial Interpretations issued by the Supreme People's Court; (iii) all relevant institutions shall follow the “know-your-customer” principle and prudentially assess and determine the borrower's eligibility, credit limit and cooling-off period, etc. Loans to any borrower without income sources are prohibited; and (iv) all relevant institutions shall enhance the internal risk control and prudentially use the “data-driven” risk management model. In additions, Circular 141 emphasizes several requirements on the online lending information intermediaries. For instance, such intermediaries are prohibited from facilitating any loans to students or other persons without repayment source or repayment capacity, or loans with no designated use of proceeds. Also, such intermediaries are not permitted to deduct interest, handling fee, management fee or deposit from the principal of loans provided to the borrowers in advance. Any violation of Circular 141 may result in penalties, including but not limited to suspension of operation, orders to make rectification, condemnation, disapproval of recordation, revocation of license, order to cease business operation, and criminal liabilities.

There are also certain rules, laws and regulations relevant or applicable to the online peer-to-peer lending service industry, including the PRC Contract Law, the General Principles of the Civil Law of the PRC, and related judicial interpretations promulgated by the Supreme People's Court.

Due to the relatively short history of peer-to-peer lending in China, the regulatory framework governing the industry is still under development and the PRC government authority may promulgate new laws and regulations regulating peer-to-peer lending services in the future, we cannot assure you that our practice would not be deemed to violate any PRC laws or regulations, especially relating to illegal fund-raising, credit enhancement services and/or information disclosure. See "Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry—The laws and regulations governing internet finance service in China are evolving and subject to changes. If our practices are deemed to violate any PRC laws or regulations, our business, financial conditions and results of operations would be materially and adversely affected."

Regulations on Consumer Finance Companies

Pursuant to the Administrative Measures for Pilot Consumer Finance Companies issued by the China Banking Regulatory Commission in November 2013, establishing a consumer finance service company is subject to approval from the China Banking Regulatory Commission, and the company should also satisfy certain requirements such as having qualified contributors, with registered capital no less than minimum amount specified, and having eligible directors and senior managements and qualified practitioners familiar with consumer finance business, among other requirements. Pursuant to these measures, consumer finance companies are defined as non-banking financial institutions incorporated within the territory of China upon the approval of the China Banking Regulatory Commission, providing PRC domestic residents with loans for consumption purposes, but excluding real estate loans and motor loans.

Both domestic and foreign financial institutions and other contributors recognized by the China Banking Regulatory Commission are allowed to invest in consumer finance companies. The major investor of a consumer finance company, by which is meant an investor who contributes 30 percent or more of the consumer finance company's registered capital, must meet a set of stringent requirements, including that the investor have at least five years' experience in the consumer finance sector, that its total assets at the end of the most recent fiscal year be no less than RMB 60 billion (US\$9.2 billion) or its equivalent foreign currency, and that it be in a sound financial situation and have been profitable for the most recent two fiscal years.

Anti-money Laundering Regulations

The PRC Anti-money Laundering Law, which became effective in January 2007, sets forth the principal anti-money laundering requirements applicable to financial institutions as well as non-financial institutions with anti-money laundering obligations, including the adoption of precautionary and supervisory measures, establishment of various systems for client identification, retention of clients' identification information and transactions records, and reports on large transactions and suspicious transactions. According to the PRC Anti-money Laundering Law, financial institutions subject to the PRC Anti-money Laundering Law include banks, credit unions, trust investment companies, stock brokerage companies, futures brokerage companies, insurance companies and other financial institutions as listed and published by the State Council, while the list of the non-financial institutions with anti-money laundering obligations will be published by the State Council. The People's Bank of China and other governmental authorities issued a series of administrative rules and regulations to specify the anti-money laundering obligations of financial institutions and certain non-financial institutions, such as payment institutions. However, the State Council has not promulgated the list of the non-financial institutions with anti-money laundering obligations.

The Guidelines jointly released by ten PRC regulatory agencies in July 2015, purport, among other things, to require internet finance service providers, including online peer-to-peer lending platforms, to comply with certain anti-money laundering requirements, including the establishment of a customer identification program, the monitoring and reporting of suspicious transactions, the preservation of customer information and transaction records, and the provision of assistance to the public security department and judicial authority in investigations and proceedings in relation to anti-money laundering matters. The People's Bank of China will formulate implementing rules to further specify the anti-money laundering obligations of internet finance service providers.

The General Office of the State Council promulgated the Opinions on Improving Anti-Money Laundering, Anti-Terrorism Financing and Anti-Tax Evasion Regulatory Systems and Mechanisms on August 29, 2017. According to the opinions, the establishment of anti-money laundering financial regulatory systems for particular non-financial institutions is required to meet international anti-money laundering standards, and certain industries prone to a high risk of money laundering, such as real estate agents, precious metal and jeweler sales, corporate services and other specific non-financial industries, will be strictly regulated.

Regulations on Financing Leasing

In September 2013, the Ministry of Commerce issued the Administration Measures of Supervision on Financing Lease Enterprises, or the Leasing Measures, to regulate and administer the business operations of financing lease enterprises. According to the Leasing Measures, financing lease enterprises are allowed to carry out financing lease business in such forms as direct lease, sublease, sale-and-lease-back, leveraged lease, entrusted lease and joint lease in accordance with the provisions of relevant laws, regulations and rules. However, the Leasing Measures prohibit financing lease enterprises from engaging in financial business such as accepting deposits, and providing loans or entrusted loans. Without the approval from relevant authorities, financing lease enterprises shall not engage in inter-bank borrowing and other businesses. In addition, financing lease enterprises are prohibited from carrying out illegal fund-raising activities in the name of financing lease. The Leasing Measures require financing lease enterprises to establish and improve their financing and internal risk control system, and a financing lease enterprise's risk assets shall not exceed ten times of its total net assets. Risk assets generally refer to the adjusted total assets of a financing lease enterprise excluding cash, bank deposits, sovereign bonds and entrusted leasing assets.

Regulations on Vehicle Leasing Programs Operating on a Sale-and-Leaseback Basis

On July 11, 2013, the Ministry of Commerce published an Announcement on Strengthening and Improving the Approval and Administration of Foreign-Funded Finance Leasing Companies, which states that no foreign-funded finance leasing company shall engage in activities such as taking deposits, offering loans or being entrusted to grant loans. Further, without approval from relevant authorities, such an enterprise shall not conduct an interbank lending business or an equity investment business. On September 18, 2013, the Ministry of Commerce issued Administrative Measures for the Supervision of Financial Leasing Enterprises which require, in part, that financial leasing enterprises have assets and risk management abilities sufficient for their proposed business activities. These measures also require that foreign investors applying for the establishment of a financial leasing enterprise must comply with relevant provisions on foreign investment. The Guidance of the General Office of the State Council on Accelerating the Development of Financing Leasing Industry, issued by the General Office of the State Council in 2015, requires the establishment of a unified administrative and regulatory system for domestic as well as foreign investment in the leasing industry. According to this guidance, foreign investment in the leasing industry is entitled to enjoy the same treatment as domestic investment in terms of business scope, trading rules, regulatory indicators, information submission and inspection.

The Stipulation on Motor Vehicle Registration issued on May 27, 2008 and amended on September 12, 2012 by the Ministry of Public Security states that the new owner of a vehicle must submit an application for registration of transfer to the local vehicle administration office within 30 days after the delivery of the vehicle. Also, under the Property Law effective as of October 1, 2007, the transfer of movable property is effective upon delivery, but if the transfer of the property right of a vehicle has not been officially registered, it will not be valid against a good faith third-party transferee. In connection with this requirement, the Interpretation of the Supreme People's Court on Issues Concerning the Application of Law in Cases of Finance Lease Contract Disputes came into force on March 1, 2014, providing guidelines on resolving finance lease contract disputes. This interpretation states that if a lessor authorizes a lessee to mortgage a leased item (a vehicle) to the lessor and to legally complete the mortgage registration with the registration authority, this arrangement could be valid as against a title claim made by a good faith third party, even if the transfer of the property right of the vehicle has not been officially registered.

Our loans to used automobile dealerships are structured on a sale-and-leaseback basis. However, we do not update the vehicle registrations to reflect our purchase of leased vehicles nor file mortgage registrations for the leased vehicles. Consequently, we lack unambiguous legal basis to prevent a good-faith third-party buyer from taking legal title to a vehicle if the lessor attempts to sell the vehicle without our knowledge. See "Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry—We rely on contractual obligations rather than government filings to ensure our continued title to vehicles managed under our vehicle leasing program."

Regulations on Used Automobile Trading

On August 29, 2005, the State Administration of Taxation, the State Administration for Industry and Commerce, the Ministry of Commerce and the Ministry of Public Security jointly promulgated the Measures for the Administration of the Trading of Used Automobiles, or the Used Automobile Trading Measures, which became effective on October 1, 2005 and was further revised on September 14, 2017. Pursuant to the Used Automobile Trading Measures, only an enterprise legal person duly registered with the State Administration for Industry and Commerce or its local branches may engage in used automobile trading, either as an operator of used automobiles markets, as a retailer, or as a brokerage entity.

Under the Used Automobile Trading Measures, a seller of used automobiles must verify certain background information regarding the automobiles for sale, including verification of the identity certificate of the previous owner, the number plate of the automobile, the motor vehicle registration certificate, driver's license of the previous owner, proof that the automobile has passed the security technical examination, automobile insurance, and payment certificate of relevant taxes and fees. Used automobile retailers shall also provide quality guarantees as well as after-sales services, information about which shall be clearly indicated at its business location from 2018. Furthermore, under certain circumstances, used automobiles are prohibited from being resold, including instances where an automobile has been discarded as unusable, been required to be discarded, or been obtained by illegal means, such as through theft, robbery or fraud.

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

Regulations on Automobile Sales

On April 5, 2017, the Ministry of Commerce promulgated the Measures on the Administrations of Sales of Automobile, or the Measures on Sales of Automobile, which came into effect on July 1, 2017 and the original Implementation Measures for the Administration of Sales of Branded Automobile, or the "Branded Automobile Sales Measures" will be abolished at the same time. According to the Measures on Sales of Automobile, the supplier and distributors of automobiles within the territory of the PRC shall build up an integrated system for automobile sales and after-sales services, guarantee supply of the related auto accessory, provide timely and effective after-sales services, and strictly follow the regulations concerning, among others, 3R (i.e. "replace, repair and refund") and recall of household automobiles to guarantee consumers' legitimate rights and interests. A dealer who sells an automobile without authorization from a supplier or an automobile which is not authorized to be sold by an automobile manufacturer outside the country shall provide a reminder and explanation to the consumer in writing and inform the consumer of the relevant responsibility in writing. When the dealer sells the car to the consumer, it shall verify the valid identity certificate of the registered consumer, sign the sales contract, and issue the sales invoice.

Regulations on Parallel-import Automobile Sales

On February 22, 2016, the Ministry of Commerce, the Ministry of Industry and Information Technology, Ministry of Environmental Protection, Ministry of Transport, General Administration of Customs, General Administration of Quality Supervision and Inspection and Quarantine and Certification and Accreditation Administration of the People's Republic of China jointly issued Several Opinions on Promotion of Pilot Program of Parallel-import Automobile. According to these opinions, pilot enterprises can import automobiles and establish a distribution network without authorization from a supplier, and can apply for an automatic import license for automobile products according to their actual business operation requirements. Pilot enterprises shall be subject to the regulations on administration of automatic import licenses, submit the license for verification and complete the customs formalities at the import entrance.

On April 27, 2017, Shanghai Municipal Commission of Commerce and China (Shanghai) Pilot Free Trade Zone Administration jointly issued Notice on Adjustment on the Pilot Enterprises of Parallel-import Automobile in China (Shanghai) Pilot Free Trade Zone, which requires that the pilot enterprises registered in China (Shanghai) Pilot Free Trade Zone shall obtain an automatic import license to sale imported automobile without authorization from the automobile producer, and shall meet the following requirements to operate parallel-import Automobile business: (1) it shall has been operating sales of imported automobile for at least one year and its sales business has reached a certain scale; (2) the pilot enterprise or any of its wholly owned enterprise/controlling enterprise with automobile sales certificate is registered in China (Shanghai) Pilot Free Trade Zone; (3) it has branches and facilities for maintenance, service and supply of auto parts that match its business scale. Any pilot enterprise that can't meet this requirement shall depend on a third party to provide such services to participate in the pilot program; (4) it has good reputation and has perfect purchasing channels of oversea automobile and abundant experience in automobile sales industry; (5) the enterprise that has participated in the pilot program and has parallel-import records at Shanghai port shall be prioritized.

Regulations on Intellectual Property Rights

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

Patent. The Patent Law was originally adopted in 1984. To be patentable, invention or utility models must meet three conditions: novelty, inventiveness and practical applicability. A patent is valid for a term of twenty years in the case of an invention and a term of ten years in the case of utility models and designs. A third-party user must obtain consent or a proper license from the patent owner to use the patent. Otherwise, the use constitutes an infringement of patent rights. We have obtained 11 patents granted by the State Intellectual Property Office.

Copyright. The Copyright Law was originally adopted in 1990. The Copyright Law extends copyright protection to internet activities, products disseminated over the internet and software products. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. The amended Copyright Law also requires registration of a copyright pledge.

Pursuant to the relevant PRC regulations, rules and interpretations, ICP operators will be jointly liable with the infringer if they (i) participate in, assist in or abet infringing activities committed by any other person through the internet, (ii) are or should be aware of the infringing activities committed by their website users through the internet, or (iii) fail to remove infringing content or take other action to eliminate infringing consequences after receiving a warning with evidence of such infringing activities from the copyright holder. The court will determine whether an internet service provider should have known of their internet users' infringing activities based on how obvious the infringing activities are by taking into consideration a number of factors, including (i) the information management capabilities that the provider should have based on the possibility that the services provided by it may trigger infringing acts, (ii) the degree of obviousness of the infringing content, (iii) whether it has taken the initiative to select, edit, modify or recommend the contents involved, (iv) whether it has taken positive and reasonable measures against infringing acts, and (v) whether it has set up convenient programs to receive notices of infringement and made timely and reasonable responses to the notices. Where an internet service provider has directly obtained economic benefits from any contents made available by an internet user, it shall have a higher duty of care with respect to the internet user's act of infringement of others' copyrights. Advertisements placed for or other benefits particularly connected with specific contents may be deemed as direct economic benefits from such contents, but general advertising fees or service fees charged by an internet service provider for its internet services will not be included. In addition, where an ICP operator is clearly aware of the infringement of certain content against another's copyright through the internet, or fails to take measures to remove relevant contents upon receipt of the copyright holder's notice, and as a result, it damages the public interest, the ICP operator could be ordered to stop the tortious act and be subject to other administrative penalties such as confiscation of illegal income and fines. An ICP operator is also required to retain all infringement notices for a minimum of six months and to record the content, display time and IP addresses or the domain names related to the infringement for a minimum of 60 days.

An internet service provider may be exempted from liabilities for providing links to infringing or illegal content or providing other internet services which are used by its users to infringe others' copyright, if it does not know and does not have constructive knowledge that such content is infringing upon other parties' rights or is illegal. However, if the legitimate owner of the content notifies the internet service provider and requests removal of the links to the infringing content, the internet service provider would be deemed to have constructive knowledge upon receipt of such notification, but would be exempted from liabilities if it removes or disconnects the links to the infringing content at the request of the legitimate owner. At the request of the alleged infringer, the internet service provider should immediately restore links to content previously disconnected upon receipt of initial non-infringing evidence.

We have adopted measures to mitigate copyright infringement risks. For example, our policy is to remove links to web pages if we know these web pages contain materials that infringe third-party rights or if we are notified by the legitimate copyright holder of the infringement with proper evidence.

Software products. In China, holders of computer software copyrights enjoy protections under the Copyright Law. Various regulations relating to the protection of software copyrights in China have promulgated, including the Copyright Law, which was originally promulgated in 1990, the Regulation for the Implementation of the Copyright Law, which originally came into effect in September 2002, and the Measures for the Registration of Computer Software Copyright, which were issued by the National Copyright Administration in 2002. Under these regulations, computer software that is independently developed and exists in a physical form is protected, and software copyright owners may license or transfer their software copyrights to others. Registration of software copyrights, exclusive licensing and transfer contracts with the Copyright Protection Center of China or its local branches is encouraged. Such registration is not mandatory under Chinese law, but can enhance the protections available to the registered copyrights holders. The Computer Software Copyright Registration Procedures, issued by the National Copyright Administration in 2002, apply to software copyright registration, license contract registration and transfer contract registration. We have registered 52 computer software copyrights in compliance with the above rules and to take advantage of the protections under them.

Trademark. The PRC Trademark Law was originally adopted in 1982. The Trademark Office under the State Administration for Industry and Commerce handles trademark registrations and grants a term of ten years for registered trademarks, plus another ten years if requested upon expiration of the first or any subsequent ten-year term. Trademark license agreements must be filed with the Trademark Office for record. “人人” and “人人分期” are registered trademarks in China. We have also applied with the Trademark Office to register additional trademarks and logos, including “开心汽车”, “人人财富”, “人人直播” and “目绵直播”.

Domain Names. In 2002, the CNNIC issued the Implementing Rules for Domain Name Registration setting forth detailed rules for registration of domain names. On August 24, 2017, the MIIT promulgated the Administrative Measures for Internet Domain Names. These measures regulate the registration of domain names, such as the first tier domain name “.cn.” In November 2014, the CNNIC issued the Rules of First-Tier Domain Dispute Resolution, pursuant to which the CNNIC can authorize a domain name dispute resolution institution to decide disputes. We have registered domain names including *renren.com*, *xiaonei.com*, *kaixin.com*, *chimeroi.com* and *mumiantv.com*. In December 2013, we entered into a Registry Agreement with ICANN, which grants us the right to use the generic top level domain name .ren.

Regulations on Anti-unfair Competition

Under the Anti-Unfair Competition Law, effective in 1993 and revised in 2017, a business operator is prohibited from carrying out acts intending to cause confusion, which would mislead others into thinking that its products belong to another party or that there is an association with another party, by:

- using without permission, a mark that is identical with or similar to product names, packaging or decoration of others with a certain degree of influence;
- using without permission, the name of an enterprise, a social organization or an individual with a certain degree of influence;
- using without permission, the main element of a domain name, website name or webpage with a certain degree of influence;
- carrying out confusing acts that are intended to mislead others into thinking that a product belongs to another party or there is an affiliation with another party.

Regulations on Foreign Exchange

Under the Foreign Currency Administration Rules, if documents certifying the purposes of the conversion of RMB into foreign currency are submitted to the relevant foreign exchange conversion bank, the RMB will be convertible for current account items, including the distribution of dividends, interest and royalties payments, and trade and service-related foreign exchange transactions. Conversion of RMB for capital account items, such as direct investment, loans, securities investment and repatriation of investment, however, is subject to the approval of SAFE or its local counterpart.

Under the Administration Rules for the Settlement, Sale and Payment of Foreign Exchange, which were promulgated in 1996, foreign-invested enterprises may only buy, sell and/or remit foreign currencies at banks authorized to conduct foreign exchange business after providing valid commercial documents and, in the case of capital account item transactions, obtaining approval from SAFE or its local counterpart. Capital investments by PRC entities outside of China, after obtaining the required approvals of the relevant approval authorities, such as the Ministry of Commerce and the National Development and Reform Commission or their local counterparts, are also required to register with SAFE or its local counterpart.

In February 2015, SAFE promulgated the Notice on Further Simplifying and Improving the Foreign Exchange Management Policies for Direct Investment, also known as SAFE Circular 13, which took effect on June 1, 2015. SAFE Circular 13 delegates the power to enforce the foreign exchange registration in connection with inbound and outbound direct investments under SAFE rules from local branches of SAFE to banks, thereby further simplifying the foreign exchange registration procedures for inbound and outbound direct investments

In March 2015, SAFE issued the Circular on Reform of the Administrative Rules of the Payment and Settlement of Foreign Exchange Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the “conversion-at-will” system for foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will system for foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its Renminbi registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiaries are still not allowed to extend intercompany loans to our VIEs. In addition, as SAFE Circular 19 was promulgated recently, there remain substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities.

In utilizing funds that we hold offshore, as an offshore holding company with PRC subsidiaries, we may (i) make additional capital contributions to our PRC subsidiaries, (ii) establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, (iii) make loans to our PRC subsidiaries or consolidated affiliated entities, or (iv) acquire offshore entities with business operations in China in offshore transactions. However, most of these uses are subject to PRC regulations and approvals. For example:

- capital contributions to our PRC subsidiaries, whether existing or newly established ones, must be approved by the Ministry of Commerce or its local counterparts;
- loans by us to our PRC subsidiaries, each of which is a foreign-invested enterprise, to finance their activities cannot exceed statutory limits and must be registered with SAFE or its local branches; and
- loans by us to our consolidated affiliated entities, which are domestic PRC entities, must be approved by the National Development and Reform Commission and must also be registered with SAFE or its local branches.

Regulations on Dividend Distribution

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

As of December 31, 2017, the registered capital of our wholly foreign-owned subsidiary Qianxiang Shiji was US\$180.0 million with paid-in capital of US\$175.0 million. Qianxiang Shiji has not made any profits to date, and thus is not subject to the statutory reserve fund requirement. Qianxiang Shiji has not and will not be able to pay dividends to our offshore entities until they generate accumulated profits and meet the requirements for statutory reserve funds. As of December 31, 2017, our PRC subsidiary Qianxiang Shiji had an accumulated deficit of approximately US\$64.6 million in accordance with PRC accounting standards and regulations.

Regulations on Offshore Investment by PRC Residents

In July 2014, SAFE promulgated the Notice on Relevant Issues Concerning Foreign Exchange Control of Domestic Residents’ Overseas Investment and Financing and Roundtrip Investment through Offshore Special Purpose Vehicles, or SAFE Circular 37, which replaced the former Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents to Engage in Financing and Inbound Investment via Overseas Special Purpose Vehicles, or SAFE Circular 75, promulgated by SAFE in 2005.

SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, which is referred to in SAFE Circular 37 as a "special purpose vehicle." SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as an increase or decrease of capital contributed by PRC residents, share transfer or exchange, merger, division or other material events. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

We have made due inquiries with the competent local branch of SAFE regarding the applicability of the above foreign exchange registration requirements to our founder and our PRC resident shareholders.

Regulations on Employee Stock Options Plans

In 2007, SAFE issued implementing rules for the Administrative Measures of Foreign Exchange Matters for Individuals, which, among other things, specified approval requirements for certain capital account transactions, such as a PRC citizen's participation in employee stock ownership plans or share option plans of an overseas publicly listed company and it was further amended on May 29, 2016. In 2012, SAFE promulgated the Notice on the Administration of Foreign Exchange Matters for Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies, or the Stock Option Notice, which simplifies the requirements and procedures for the registration of stock incentive plan participants, especially in respect of the required application documents and the absence of strict requirements on offshore and onshore custodian banks.

Under these rules, for PRC resident individuals who participate in stock incentive plans of overseas publicly listed companies, which includes employee stock ownership plans, stock option plans and other incentive plans permitted by relevant laws and regulations, a PRC domestic qualified agent or the PRC subsidiary of such overseas listed company must, among other things, file on behalf of such resident an application with SAFE or its local counterpart to obtain approval for an annual allowance with respect to the purchase of foreign exchange in connection with the stock holding or share option exercises, as PRC residents may not directly use overseas funds to purchase shares or exercise share options. In addition, within three months after any substantial changes to any such stock incentive plan, including example any changes due to a merger or acquisition or changes to the domestic or overseas custodian agent, the domestic agent must update the registration with SAFE.

Under the Foreign Currency Administration Rules, as amended in 2008, the foreign exchange proceeds of domestic entities and individuals can be remitted into China or deposited abroad, subject to the terms and conditions to be issued by SAFE. However, the implementing rules in respect of depositing the foreign exchange proceeds abroad have not been issued by SAFE. The foreign exchange proceeds from the sales of shares can be converted into RMB or transferred to such individuals' foreign exchange savings account after the proceeds have been remitted back to the special foreign exchange account opened at the PRC domestic bank. If share options are exercised in a cashless exercise, the PRC domestic individuals are required to remit the proceeds to special foreign exchange accounts.

In addition, the State Administration of Taxation has issued circulars concerning employee share options. Under these circulars, our employees working in China who exercise share options will be subject to PRC individual income tax. Our PRC subsidiaries have obligations to file documents related to employee share options with relevant tax authorities and withhold the individual income taxes of employees who exercise their share options.

Labor Laws and Social Insurance

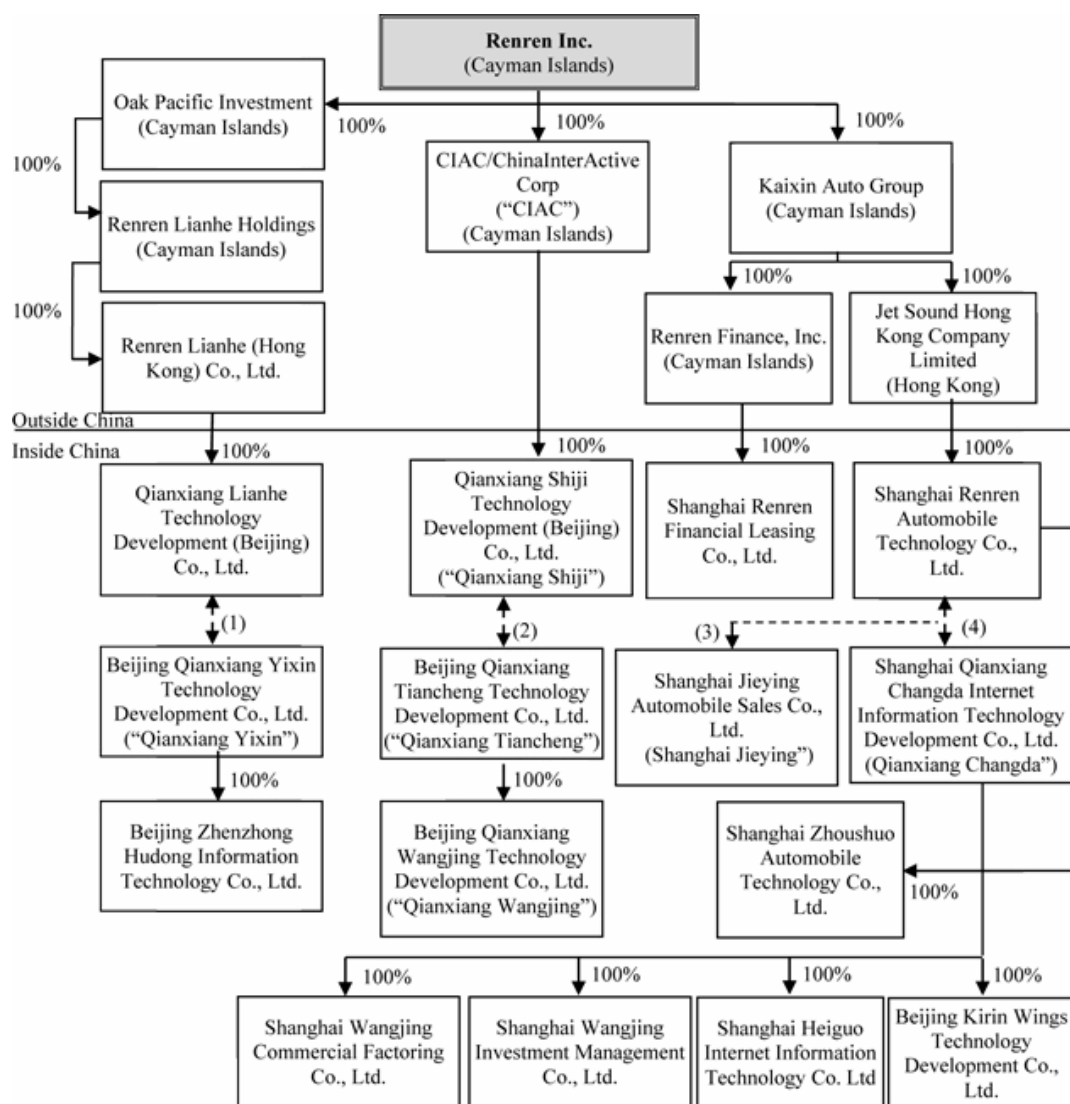
Pursuant to the PRC Labor Law and the PRC Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must compensate their employees with wages equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with workplace safety training. In addition, employers in China are obliged to provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds. Violations of the PRC Labor Contract Law and the PRC Labor Law may result in the imposition of fines and other administrative liabilities. Criminal liability may arise for serious violations. To comply with these laws and regulations, we have caused all of our full-time employees to enter into labor contracts and provide our employees with the proper welfare and employment benefits.

Regulations on Concentration in Merger and Acquisition Transactions

In August 2006, six PRC regulatory agencies jointly adopted the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, which were amended in 2009. The M&A Rule established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. These rules require, among other things, that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor will take control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings issued by the State Council in 2008 are triggered.

C. Organizational Structure

The following diagram illustrates our principal subsidiaries and consolidated affiliated entities as of the date of this annual report:



- (1) Qianxiang Yixin is 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our director and chief operating officer. We effectively control Qianxiang Yixin as well as its subsidiaries through contractual arrangements. See “Item 4.C Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for more information.
- (2) Qianxiang Tiancheng is 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our director and chief operating officer. We effectively control Qianxiang Tiancheng as well as its subsidiaries through contractual arrangements. See “Item 4.C Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for more information.
- (3) Shanghai Jieying is 99% owned by Mr. Thomas Jintao Ren, our chief finance officer, and 1% owned by Ms. Rita Rui Yi, our Senior Vice President. We effectively control Shanghai Jieying as well as its subsidiaries through contractual arrangements. See “Item 4.C Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for more information.
- (4) Qianxiang Changda is also 99% owned by Ms. Jing Yang and 1% owned by Mr. James Jian Liu. We effectively control Qianxiang Changda as well as its subsidiaries through contractual arrangements. See “Item 4.C Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for more information.

Contractual Arrangements with Our Consolidated Affiliated Entities

Applicable PRC laws and regulations currently restrict foreign ownership of companies that provide value-added telecommunications services in China. In addition to this restriction, there currently exist other regulatory restrictions on foreign investments into a variety of industries in China into which we had invested through the holding of minority ownership of certain domestic companies. To comply with these foreign ownership restrictions, our wholly owned subsidiary Qianxiang Shiji Technology Development (Beijing) Co., Ltd, or Qianxiang Shiji, has entered into series of contractual arrangements with Beijing Qianxiang Tiancheng Technology Development Co., Ltd., or Qianxiang Tiancheng, and its shareholders; our wholly owned subsidiary Shanghai Renren Automobile Technology Co., Ltd., or Renren Automobile, has entered into series of contractual arrangements with Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd., or Shanghai Changda, as well as with Shanghai Jieying Automobile Sales Co., Ltd, or Shanghai Jieying, and their respective shareholders; and our wholly owned subsidiary Qianxiang Lianhe Technology Development (Beijing) Co., Ltd., or Qianxiang Lianhe, has also entered into series of contractual arrangements with Beijing Qianxiang Yixin Technology Development Co., Ltd., or Qianxiang Yixin, and its shareholders. These agreements enable us to:

- exercise effective control over Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying, Qianxiang Yixin and their respective subsidiaries through powers of attorney and business operations agreements;
- receive substantially all of the economic benefits of Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying, Qianxiang Yixin and their respective subsidiaries in the form of service and license fees in consideration for the technical services provided, and the intellectual property rights licensed, by Qianxiang Shiji, Shanghai Renren Automobile and Qianxiang Lianhe; and
- have an exclusive option to purchase all of the equity interests in Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying, and Qianxiang Yixin when and to the extent permitted under PRC laws, regulations and legal procedures.

We have been, and are expected to continue to be, dependent on our contractual arrangements with Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying, Qianxiang Yixin and their respective shareholders to operate substantially all of our business in China as long as PRC law does not allow us to directly operate such business in China. We rely on our consolidated affiliated entities, namely Qianxiang Tiancheng, Qianxiang Changda, Shanghai Jieying, Qianxiang Yixin and their respective subsidiaries, to maintain or renew their respective qualifications, licenses or permits necessary for our business in China. We believe that under our contractual arrangements, we have substantial control over our consolidated affiliated entities and their respective shareholders to renew, revise or enter into new contractual arrangements prior to the expiration of the current arrangements on terms that would enable us to continue to operate our business in China after the expiration of the current arrangements, or pursuant to certain amendments and changes of the current applicable PRC laws, regulations and rules on terms that would enable us to continue to operate our business in China legally. For a detailed description of the regulatory environment that necessitates the adoption of our corporate structure, see “Item 4.B—Business Overview—Regulation.” For a detailed description of the risks associated with our corporate structure and the contractual arrangements that support our corporate structure, see “Item 3.D—Key Information—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business.”

The business operation of Qianxiang Shiji is within the approved business scope as set forth in its business license, which includes research and development of computer software, communication software and system integration; sale of self-produced products; provision of after-sale technical consulting and services.

Qianxiang Tiancheng is a limited liability companies established in China. Its approved business scope includes the provision of internet information, internet advertising and advertising agency services, and it holds an internet content provision license, or ICP license. Qianxiang Tiancheng is 99% owned by Ms. Jing Yang, who is the wife of Mr. Joseph Chen, our founder, chairman and chief executive officer, and 1% owned by Mr. James Jian Liu, our executive director and chief operating officer. Both Ms. Yang and Mr. Liu are PRC citizens.

Qianxiang Wangjing is a wholly owned subsidiary of Qianxiang Tiancheng. Qianxiang Wangjing is the operator of our *renren.com* website and holds the licenses and permits necessary to conduct our social networking services and online advertising business in China.

Qianxiang Shiji has also entered into a series of contractual arrangements with Guangzhou Xiuxuan Brokers Co., Ltd., or Guangzhou Xiuxuan, and its shareholders similar to the arrangements mentioned above. Guangzhou Xiuxuan has not carried out any significant business activities to date.

The business operation of Shanghai Renren Automobile is within the approved business scope as set forth in its business license, which includes development of automobile technology, computer software, internet communication technology. Qianxiang Changda is a limited liability company and the operator and holding entity for our financing businesses. Shanghai Jieying is a limited liability company and the operator and holding entity for our used automobile dealership businesses. Our wholly owned subsidiary Qianxiang Lianhe has entered into a series of contractual arrangements with Qianxiang Yixin, and its shareholders similar to the arrangements mentioned above. Qianxiang Yixin acts as the holding entity for most of our minority investments in PRC registered businesses.

The following is a summary of the currently effective contracts between our subsidiary Qianxiang Shiji, our consolidated affiliated entity Qianxiang Tiancheng, and the shareholders of Qianxiang Tiancheng. All the contracts in the other contractual arrangements described above are in their contents substantially the same as those contracts described below. These contracts provide us with the power to direct the activities that most significantly affect the economic performance of our consolidated affiliated entities and enable us to receive substantially all the economic benefits from them.

Business Operations Agreements. Pursuant to a business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders, Qianxiang Tiancheng shall appoint the candidates designated by Qianxiang Shiji as the executive director or directors, general manager, chief financial officer and any other senior officers of Qianxiang Tiancheng. Qianxiang Tiancheng agrees to follow the proposal provided by Qianxiang Shiji from time to time relating to employment, daily operation and financial management. Without Qianxiang Shiji's prior written consent, Qianxiang Tiancheng shall not conduct any transaction that may materially affect its assets, obligations, rights or operations, including but not limited to, (i) incurrence or assumption of any indebtedness, (ii) sale or purchase of any assets or rights, (iii) incurrence of any encumbrance on any of its assets or intellectual property rights in favor of a third party, or (iv) transfer of any rights or obligations under this agreements to a third party. The term of this agreement is ten years and will be extended automatically for another ten years unless Qianxiang Shiji provides a written notice requesting not to extend the term three months prior to the expiration date, which is December 22, 2020. Qianxiang Shiji may terminate the agreement at any time by providing a 30-day advance written notice to Qianxiang Tiancheng and to each of its shareholders. Neither Qianxiang Tiancheng nor any of its shareholders may terminate this agreement during the term or the extension of the term, if applicable.

Powers of Attorney. Pursuant to powers of attorney, the shareholders of Qianxiang Tiancheng each irrevocably appointed our executive director and chief operating officer, Mr. James Jian Liu (the person designated by Qianxiang Shiji) as their attorney-in-fact to vote on their behalf on all matters of Qianxiang Tiancheng that requires shareholder approval under PRC laws and regulations as well as Qianxiang Tiancheng's articles of association. The appointment of Mr. Liu is conditional upon his being the employee and the designated person of Qianxiang Shiji. Each power of attorney will remain in effect from December 23, 2010 to December 22, 2020, unless and until the earlier of the following events: (i) Mr. Liu loses his position in Qianxiang Shiji or Qianxiang Shiji issues a written notice to dismiss or replace Mr. Liu; and (ii) the business operations agreement between Qianxiang Shiji, Qianxiang Tiancheng and its shareholders terminates or expires.

Spousal Consent Letters. Pursuant to spousal consent letters, the spouse of each of the shareholders of Qianxiang Tiancheng acknowledged that certain equity interests of Qianxiang Tiancheng held by and registered in the name of his/her spouse will be disposed of pursuant to the equity option agreements. These spouses understand that such equity interests are held by their respective spouse on behalf of Qianxiang Shiji, and they will not take any action to interfere with the disposition of such equity interests, including, without limitation, claiming that such equity interests constitute communal property of marriage.

Equity Option Agreements. Pursuant to equity option agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, Qianxiang Tiancheng's shareholders granted Qianxiang Shiji or its designated representative(s) an exclusive option to purchase, to the extent permitted under PRC law, all or part of their equity interests in Qianxiang Tiancheng in consideration of the loans extended to Qianxiang Tiancheng's shareholders under the loan agreements mentioned below. In addition, Qianxiang Shiji has the option to acquire the equity interests of Qianxiang Tiancheng at the lowest price then permitted by PRC law in consideration of the cancellation of all or part of the loans extended to the shareholders of Qianxiang Tiancheng under the loan agreements. Qianxiang Shiji or its designated representative(s) have sole discretion as to when to exercise such options, either in part or in full. Qianxiang Shiji or its designated representative(s) is entitled to exercise the options for unlimited times until all of the equity interests of Qianxiang Tiancheng have been acquired, and can be freely transferred, in whole or in part, to any third party. Without Qianxiang Shiji's consent, Qianxiang Tiancheng's shareholders shall not transfer, donate, pledge, or otherwise dispose their equity shareholdings in Qianxiang Tiancheng in any way. The equity option agreement will remain in full force and effect until the earlier of: (i) the date on which all of the equity interests in Qianxiang Tiancheng have been acquired by Qianxiang Shiji or its designated representative(s); or (ii) the receipt of the 30-day advance written termination notice issued by Qianxiang Shiji to the shareholders of Qianxiang Tiancheng. The key factors for our decision to exercise the option are whether the current regulatory restrictions on foreign investment in the internet business and advertising business will be relaxed in the future, which is rather unpredictable at the moment. If such restrictions are relaxed, we will, through Qianxiang Shiji, exercise the option and purchase all or part of the equity interests in Qianxiang Tiancheng.

Exclusive Technical Service Agreements. Pursuant to an exclusive technical service agreement between Qianxiang Shiji and Qianxiang Tiancheng, Qianxiang Shiji has the exclusive right to provide certain technical services, including maintenance of servers, development, updating and upgrading of web user application software, e-commerce technical services, to Qianxiang Tiancheng. Without Qianxiang Shiji's prior written consent, Qianxiang Tiancheng shall not engage any third party to provide any of the technical services under this agreement. In addition, Qianxiang Shiji exclusively owns all intellectual property rights resulting from the performance of this agreement. Qianxiang Tiancheng agrees to pay a service fee to Qianxiang Shiji at a specific fee rate proposed by Qianxiang Shiji. Qianxiang Shiji shall have the right to adjust at any time the fee rate based on the quantity, difficulty and urgency of the services it provides to Qianxiang Tiancheng and other factors. The term of this agreement is ten years and will be extended automatically for another ten years unless terminated by Qianxiang Shiji's written notice three months prior to the expiration of the term, which is December 22, 2020. Qianxiang Shiji can terminate the agreement at any time by providing a 30-day prior written notice. Qianxiang Tiancheng is not permitted to terminate this agreement prior to the expiration of the term, unless Qianxiang Shiji fails to comply with any of its obligations under this agreement and such breach makes Qianxiang Shiji unable to continue to perform this agreement.

Intellectual Property Right License Agreements. Pursuant to an intellectual property right license agreement between Qianxiang Shiji and Qianxiang Tiancheng, Qianxiang Shiji grants a non-exclusive and non-transferable license, without sublicense rights, to Qianxiang Tiancheng to use certain of the domain names, registered trademarks and non-patent technology (software) owned by Qianxiang Shiji. Qianxiang Tiancheng may only use the intellectual property rights in its own business operations. The amount, payment method and classification of the license fees under this agreement shall be determined based on the precondition that they facilitate Qianxiang Shiji's securing of all preferential treatments under the PRC tax policies and shall be agreed by both Qianxiang Shiji and Qianxiang Tiancheng considering, among others, the following factors: (i) the number of users purchasing Qianxiang Tiancheng's products or receiving Qianxiang Tiancheng's services; and (ii) the types and quantity of the intellectual property rights, which are specified under this agreement, actually used by Qianxiang Tiancheng for selling products or providing services to its users. On December 1, 2015, Qianxiang Shiji and Qianxiang Tiancheng entered into a supplementary agreement to extend the terms of this agreement for ten years, pursuant to which the current term expires on December 1, 2025. Qianxiang Shiji may terminate this agreement at any time by providing a 30-day prior written notice. Any party may terminate this agreement immediately with written notice to the other party if the other party materially breaches the relevant agreement and fails to cure its breach within 30 days from the date it receives the written notice specifying its breach from the non-breaching party. The parties will review this agreement every three months and determine if any amendment is needed.

Equity Interest Pledge Agreements. Pursuant to equity interest pledge agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, the shareholders of Qianxiang Tiancheng pledge all of their equity interests in Qianxiang Tiancheng to Qianxiang Shiji, to guarantee Qianxiang Tiancheng and its shareholders' performance of their obligations under, where applicable, (i) the loan agreements, (ii) the exclusive technical service agreement, (iii) the intellectual property right license agreement and (iv) the equity option agreements. If Qianxiang Tiancheng and/or any of its shareholders breach their contractual obligations under the aforesaid agreements, Qianxiang Shiji, as the pledgee, will be entitled to certain rights and entitlements, including the priority in receiving payments by the evaluation or proceeds from the auction or sale of whole or part of the pledged equity interests of Qianxiang Tiancheng in accordance with legal procedures. Without Qianxiang Shiji's prior written consent, shareholders of Qianxiang Tiancheng shall not transfer or assign the pledged equity interests, or incur or allow any encumbrance that would jeopardize Qianxiang Shiji's interests. During the term of this agreement, Qianxiang Shiji is entitled to collect all of the dividends or other distributions, if any, derived from the pledged equity interests. The equity interest pledge has become effective and will expire on the earlier of: (i) the date on which Qianxiang Tiancheng and its shareholders have fully performed their obligations under the loan agreements, the exclusive technical service agreement, the intellectual property right license agreement and the equity option agreements; (ii) the enforcement of the pledge by Qianxiang Shiji pursuant to the terms and conditions under this agreement to fully satisfy its rights under such agreements; or (iii) the completion of the transfer of all equity interests of Qianxiang Tiancheng by the shareholders of Qianxiang Tiancheng to another individual or legal entity designated by Qianxiang Shiji pursuant to the equity option agreement and no equity interest of Qianxiang Tiancheng is held by such shareholders. The equity interest pledge agreements have been registered with the relevant authorities.

Loan Agreements. Under loan agreements between Qianxiang Shiji and each of the shareholders of Qianxiang Tiancheng, Qianxiang Shiji made interest-free loans in an aggregate amount of RMB 10.0 million (US\$1.5 million) to the shareholders of Qianxiang Tiancheng exclusively for the purpose of the initial capitalization and the subsequent financial needs of Qianxiang Tiancheng. The loans can only be repaid with the proceeds derived from the sale of all of the equity interests in Qianxiang Tiancheng to Qianxiang Shiji or its designated representatives pursuant to the equity option agreements. The term of the loans is ten years from the actual drawing down of such loans by the shareholders of Qianxiang Tiancheng, and will be automatically extended for another ten years unless a written notice to the contrary is given by Qianxiang Shiji to the shareholders of Qianxiang Tiancheng three months prior to the expiration of the loan agreements.

D. Property, Plants and Equipment

Our principal executive offices are located at 5/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, People's Republic of China, where we lease approximately 6,739 square meters of office space as of March 31, 2018. We also lease an additional 38,008 square meters of office space in 34 cities across China, primarily for our sales and marketing team servicing our used automobile dealership customers but also including storefront space for *used automotive sales* and after-sales stores, office space for the majority of our research and development team in Beijing, our Woxiu business in Guangzhou, the majority of our internet content monitoring team in Wuhan and our the majority of our credit control team in Shanghai. We lease our premises from unrelated third parties under non-cancelable operating lease agreements. A quarter of our leases are due to expire during 2018, while the lease of our principal executive offices is due to expire in November 2020.

Some of the lessors of our leased premises in China do not have valid title to such premises or proper authorization from the title owner to sublease such premises. For further details, see "Item 3.D—Risk Factors—Risks Related to Our Business and Industry—The leasehold interests of some of our consolidated affiliated entities might not be fully protected by the terms of the relevant lease agreements due to defects in or the landlord's failure to provide certain title documents with respect to some of our leased properties."

We also lease 3,300 square meters of office space in the United States and the Philippines for our SaaS business team.

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

Item 4A. Unresolved Staff Comments

As of the date 180 days before the end of the fiscal year to which this annual report relates, there were no unresolved comments from the staff of the SEC regarding our periodic reports under the Exchange Act. However, we did receive a letter from the Division of Investment Management dated December 18, 2015, which asked us to provide a detailed written response analyzing whether we are an investment company under the Investment Company Act, and further, if we determined that we were an investment company, to explain why we are not required to register as an investment company or else what action we plan to take either to fall outside of that definition or to register as an investment company. We responded to this letter with an analysis that explained why we believe that we are not an investment company under the Investment Company Act. After further discussion with the staff of the Division of Investment Management, we undertook to dispose of enough of our assets that might be deemed to be investment securities under the Investment Company Act so as to ensure that any such remaining assets would not constitute more than 40% of our total remaining assets by value, as the relevant percentage would be calculated for purposes of the Investment Company Act. On April 30, 2018, we launched a transaction which is scheduled to close in June 2018 and which we believe will dispose of sufficient assets to meet those criteria. See "Item 4. Information on the Company—A. History and Development of the Company—The Transaction."

Item 5. Operating and Financial Review and Prospects

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Item 3.D. Key Information—Risk Factors" and elsewhere in this annual report on Form 20-F.

A. Operating Results

Overview

Renren operates a social networking service (SNS) business, a used automobile business and a SaaS business. Currently, our primary services are:

- *Renren SNS*, which includes our main social networking website and mobile services and our social video platform *woxiu.com*;
- *Used Automotive Sales*, which includes the sales of used automobiles and related products and the provision of related services. Associated with the sales of used automobiles, we provide related services by arrange financing options for customers through our financial services partners;
- *Financing*, which includes used automobile financing, our business where we provide credit financing to used automobile dealers; and
- *Software as a Solution (SAAS)*, which includes all-in-one real estate solution provider, Chime, and a 360° real estate marketing and media service provider, Geographic Farming.

The majority of our revenues are generated by our used automobile business, which includes both used automotive sales revenues and financing revenues. Because our SaaS business does not generate significant revenue yet, we include our SaaS revenues together with our Renren SNS revenues in our financial statements.

We started to operate our used automotive sales business in 2017 and stopped providing loans through Renren Fenqi in 2016. As a result, we reevaluated our segments and concluded that we had two remaining reportable segments as of and for the year ended December 31, 2017, namely Renren and Auto Group. The segment information for the years ended December 31, 2015 and 2016 were retrospectively revised to reflect such changes.

Our business model has been evolving continuously in response to changes in internet culture and competitive pressures in China. At the time of our initial public offering in May 2011, we were primarily a social networking service platform, and we had a number of ancillary businesses that were intended to monetize that platform. We gradually disposed of most of those ancillary businesses in the years that followed our initial public offering. We disposed of Nuomi, our group-buy e-commerce business, in two stages in October 2013 and February 2014. We disposed of *56.com*, our on-line video business, in December 2014. We disposed of our online games business in March 2016. Our Renren SNS revenues today consist primarily of internet value-added services, or IVAS, relating to online performances.

Our used automobile business and SaaS business are more recent in origin. Our used automobile business has two components which evolved separately: financing and used automotive sales. We launched our financing business in the fourth quarter of 2014 as an internet finance business offering installment purchase plans to college students, and it has since evolved into our current business of providing credit financing to used automobile dealers in China. We launched our used automotive sales business in June 2017, in part to take advantage of synergies with our rapidly growing financing business. Our SaaS business began with our launch of Chime in August 2016 and it was further expanded by our acquisition of Geographic Farming, LLC, in August 2017. Unlike our other businesses, our SaaS business is currently focused on the U.S. market rather than the China market.

As our business model was transitioning, we made a series of long-term investments in privately held companies that we believed would offer us synergies or access to resources and know-how. The majority of these investments by value was concentrated in the fields of internet finance, social finance, and real estate investment and management, and the number and aggregate size of these investments was significant. As of December 31, 2017, we had US\$565.4 million of long-term investments, including US\$318.8 million in equity method investments, US\$144.8 million in cost method investments, and US\$101.8 million in available-for-sale investments. However, due to the risk of being deemed to be an investment company, we launched a transaction on April 30, 2018, to dispose of most of these investments together with our ZenZone advertising agency business. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.”

Our total net revenues have been increasing over the last three years while our losses from continuing operations have been decreasing. Our total net revenues increased from US\$41.1 million in 2015 to US\$63.4 million in 2016 and US\$202.1 million in 2017. We had losses from continuing operations of US\$223.2 million in 2015, US\$194.1 million in 2016 and US\$110.5 million in 2017.

The major factors affecting our results of operations and financial condition are discussed below.

Net Revenues

We derive all of our revenues from our Renren and Auto Group segments. Our Renren segment consists of our IVAS and others business line and our SaaS business line. Our Auto Group segment mostly consists of our used automobile sales business and our financing business. We recognize our revenues net of business taxes or value added tax, as applicable.

The following table sets forth the principal components of our net revenues, both as absolute amounts and as percentages of our total net revenues from our continuing operations, for the periods presented.

	Years ended December 31,					
	2015		2016		2017	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
Net revenues:						
Used automobile sales	\$ —	—	\$ —	—	\$ 121,084	59.9%
IVAS and others	32,507	79.1%	34,047	53.7%	51,749	25.6%
Financing income	8,604	20.9%	29,317	46.3%	29,269	14.5%
Total net revenues	\$ 41,111	100.0%	\$ 63,364	100.0%	\$ 202,102	100.0%

Used automobile sales

Our revenues from used automobile sales consist primarily of revenues generated from the sale of used cars to customers made through our dealerships, and to a much lesser extent to fees we collect for sales of extended warranties and referrals for insurance products.

The most significant factors that directly or indirectly affect our revenues from used automobile sales include:

- *Demand.* The demand for used automobiles in China, and particularly for premium ones, drives the growth in the size of the market that our used automobile sales business addresses. According to the China Automobile Dealers Association, sales of used automobiles in China totaled approximately 9.4 million units in 2015, 10.4 million units in 2016 and 12.4 million units in 2017.
- *Relationship with dealerships.* We rely on our dealerships to conduct significant aspects of our used automobile sales business. As of March 31, 2018, we had 14 dealerships across China. Our dealerships and their employees directly interact with consumers, other dealerships and other platform participants, and their performance directly impacts our results of operations and financial condition.
- *Customer engagement and branding.* We engage car buyers primarily through our network of dealerships, our web and mobile apps and advertising on third party platforms. Our ability to expand the customer base for our used automobile sales business depends on the number and performance of our dealerships as well as our ability to strengthen our recently launched brand through word of mouth and advertising.
- *Service offerings and pricing.* We provide a variety of services to meet the needs of our customers. Each of our service offerings may have different revenue sources, cost structures and customer bases and may face different market conditions and pricing pressures. Therefore, the ability to adjust our service offerings and pricing to adapt to changing market conditions may impact our results of operations.
- *Technology.* The continued enhancement of our technology platforms and integration of technology into our used automobile sales business is important to our future success.
- *Strategic expansion and acquisitions.* We intend to continue to expand our network of dealerships to cover substantially all of China. We may also selectively pursue acquisitions, investments, joint ventures and partnerships that we believe are strategic and complementary to our used automobile sales business.

IVAS and others

We are disposing part of our ZenZone business as part of the Transaction. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.” Our ZenZone business accounted for US\$5.0 million in total revenue in 2016 and US\$5.1 million in total revenue in 2017, including both IVAS and advertising revenues.

Advertising. We offer a wide range of online advertising formats and solutions. Online advertising was important to our company historically but generated an insignificant amount of revenue in 2017, and we have no expectation that it will constitute a significant part of our business for the foreseeable future.

IVAS. Our IVAS revenues include virtual items, VIP memberships and other paid applications on *renren.com* and *woxiu.com*. Revenues generated from applications developed by third parties are subject to revenue-sharing agreements with the third-party developers.

As our IVAS business is comprised of several business models, and each business model has its own revenue sources, quantitative price analysis for our IVAS business as a whole is not practical or meaningful. Consequently, we are generally not able to use conventional average sale price analysis in evaluating the financial performance of our IVAS businesses.

The most significant factors that directly or indirectly affect our IVAS revenues include the following:

- our ability to maintain and improve revenue-sharing arrangements with third-party application developers;
- our ability to continue to offer new VIP features on our Renren SNS platform; and
- our ability to continue to offer new features on our mobile live-streaming and Woxiu that are attractive to users.

We launched Renren mobile live streaming in the second quarter of 2016. Our mobile live streaming business accounted for US\$21.0 million in total revenue in 2017 and accounted for 59.4% of our IVAS revenue for that year.

Financing income

We extended credit in an aggregate of RMB 4,832.6 million and RMB 4,390.0 million (US\$649.7 million) to used automobile dealers in 2016 and 2017, respectively. Our used automobile financing business accounted for US\$17.9 million in total revenue in 2016 and 61.2% of our financing revenue for that year. In 2017, it accounted for US\$25.4 million in total revenue and 86.8 % of our financing revenue for that year. The rate at which we charge upfront fees and interest to used automobile dealerships is about 10.1% to 18.0%.

We previously made loans through Renren Fenqi, an online platform which provided credit financing to college students in China on an installment payment basis for the purchase of consumer goods. In the second quarter of 2016, we stopped making loans through this platform and we are now only collecting the remaining installment payments as they come due. The last of these installment payments will be due in the second quarter of 2018. Our revenue from Renren Fenqi includes interest and repayment processing fees.

For a detailed discussion of how revenues from financing are recognized in our financial statements, see “—Critical Accounting Policies—Revenue Recognition.”

Since our used automobile financing business accounted for the majority of our financing income for 2017, the most significant factors that directly or indirectly affect our financing revenues are similar to those that affect our revenues from used automobile sales.

Cost of Revenues

The following table sets forth the principal components of our cost of revenues, both as absolute amounts and as percentages of our total net revenues from our continuing operations, for the periods presented.

Years ended December 31,

	2015		2016		2017	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
Cost of revenues:						
Used automobile sales	\$ —	—	\$ —	—	\$ 116,385	57.6%
IVAS and others	30,083	73.2%	26,059	41.1%	39,038	19.3%
Financing income	6,637	16.1%	25,708	40.6%	28,975	14.3%
Total cost of revenues	\$ 36,720	89.3%	\$ 51,767	81.7%	\$ 184,398	91.2%

Used automobile sales

For used automobile sales, our cost of revenues consists primarily of the cost of acquiring vehicles for sale, as well as costs for inspection and reconditioning.

IVAS and others

Cost of revenues for IVAS and others consists primarily of commissions that were paid to mobile live streaming performers and Woxiu performers. Such commissions were calculated as a percentage of the revenues we generate from the sales of virtual items that fans of the performers have purchased.

Other expenses include salaries and benefits for employees whose services are directly related to the generation of revenues, fees we pay to telecommunications carriers and other service providers for telecommunications services and for hosting our servers at their internet data centers, depreciation expenses for the depreciation of servers and other equipment that are directly related to our business operations and technical support in our cost of revenues, and fees we pay to license content from copyright owners or content distributors.

Our ZenZone business accounted for US\$1.7 million of our cost of revenues in 2016 and US\$3.8 million of our cost of revenues in 2017.

Financing income

Cost of revenues for financing income consists primarily of financing costs and provision for financing receivable.

Financing costs. Financing costs primarily consist of interest expenses, including the expenses paid to investors on Renren Licaï and other peer-to-peer platforms, issuing related expenses and interest expenses of asset-backed securities. Funds for our financing business are provided by our issuance of asset-backed securities collateralized by that credit financing and by peer-to-peer platforms. Our cost of funding is related to prevailing interest rates in China and other factors that affect the availability of credit, though the relationship is indirect because we rely on unconventional sources of funding. Interest rates paid to investors on peer-to-peer platforms tend to be somewhat higher than prevailing interest rates because peer-to-peer platforms are relatively novel and have not achieved wide acceptance. Our ability to source funding at affordable rates will have a significant impact on our ability to control costs.

Provision for financing receivable. The provision for financing receivable is accrued when we believe that the future collection of principal is unlikely. We consider the credit worthiness of the customers, aging of the outstanding receivable and other specific circumstances related to the receivable when determining the allowance for receivable losses. In the aggregate, these costs are related to our ability to maintain and improve our credit risk control system. We are not a financial institution and we do not have a long history of designing and operating credit risk control systems. Provision for financing receivable accounts for a significant proportion of the cost of revenues of our financing business, comparable to our financing costs in 2016 and 2017, so the accuracy and efficiency of our credit risk control systems will have a significant impact on our ability to control costs.

Other expenses. Other expenses of our financing business include salaries and benefits for employees, bandwidth and co-location costs we pay to telecommunications carriers for hosting of servers, and rental expense and depreciation and amortization for servers and equipment, in each case as they are directly related to our financing business.

Operating Expenses

Our operating expenses consist of selling and marketing expenses, research and development expenses, and general and administrative expenses. The following table sets forth our operating expenses for continuing operations, both as absolute amounts and as percentages of our total net revenues, for the periods indicated.

	Years ended December 31,					
	2015		2016		2017	
	(in thousands of US\$, except for percentages)					
	US\$	%	US\$	%	US\$	%
Operating expenses:						
Selling and marketing	\$ 30,502	74.2%	\$ 21,276	33.6%	\$ 28,954	14.3%
Research and development	32,392	78.8%	20,750	32.7%	23,678	11.7%
General and administrative	46,803	113.8%	42,584	67.2%	52,949	26.2%
Total operating expenses	<u>\$ 109,697</u>	<u>266.8%</u>	<u>\$ 84,610</u>	<u>133.5%</u>	<u>\$ 105,581</u>	<u>52.2%</u>

Our selling and marketing expenses, research and development expenses and general and administrative expenses include share-based compensation charges. See “—Critical Accounting Policies—Share-Based Compensation” for more information.

Selling and marketing expenses

Selling and marketing expenses consist primarily of salaries, benefits and commissions for our sales and marketing personnel and advertising and promotion expenses. Our selling and marketing expenses may increase in the near term if we increase our promotion expenses for our Renren brand and Kaixin brand, our live streaming service and our used automobile business.

Research and development expenses

Research and development expenses consist primarily of salaries and benefits for research and development personnel. Our research and development expenses may increase in the near term on an absolute basis as we intend to hire additional research and development personnel to develop new features for our various services and further improve our technology infrastructure.

General and administrative expenses

General and administrative expenses consist primarily of salaries and benefits for our general and administrative personnel and fees and expenses for third-party professional services. Our general and administrative expenses increased substantially in 2017 primarily due to the increase in share-based expenses, as well as professional expenses for the transaction we announced on April 30, 2018. Our general and administrative expenses may increase in the future on an absolute basis as our used automobile business grows.

Taxation

Cayman Islands

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

PRC

Prior to the adoption of the value-added tax, all entities and individuals that engage in the provision of services, the transfer of intangible assets or the sale of real properties within the PRC were required to pay PRC business tax. We were subject to a 5.6% to 8.6% business tax on gross revenue generated from IVAS, online advertising and social commerce services, plus related surcharges, up through April 2016. As of December 31, 2017, all of our subsidiaries and consolidated affiliated entities in the PRC have been required by the local tax authorities to pay value-added tax at a rate of 2.18% to 18.7% on certain service revenues which were previously subject to business tax.

The Enterprise Income Tax Law applies a uniform enterprise income tax rate of 25% to all domestic enterprises and foreign-invested enterprises and defines new tax incentives for qualifying entities. Dividends, interests, rent or royalties paid by a PRC entity to foreign non-resident enterprise investors, and proceeds from the disposition of assets by such foreign enterprise investors, will generally be subject to a 10% withholding tax.

Under the Enterprise Income Tax Law, an enterprise established outside of the PRC with “de facto management bodies” located within the PRC is considered a PRC resident enterprise and therefore will be subject to a 25% PRC enterprise income tax on its global income. The implementation rules define “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.” In addition, SAT Circular 82 treats a Chinese-controlled enterprise established outside of China as a PRC resident enterprise with “de facto management bodies” located in the PRC for tax purposes where all of the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily production or business operations are located in the PRC; (ii) its financial and human resource decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders’ meetings are located or kept in the PRC; and (iv) more than half of the enterprise’s board members with voting rights or senior management habitually reside in the PRC. In addition, the State Administration of Taxation issued a bulletin effective September 1, 2011 to provide more guidance on the implementation of the above circular. The bulletin made clarification in the areas of resident status determination, post-determination administration and competent tax authorities. It also specifies that when provided with a copy of Chinese tax resident determination certificate from a resident Chinese controlled offshore incorporated enterprise, the payer should not withhold 10% income tax when paying the Chinese-sourced dividends, interest, royalties, etc. to the Chinese controlled offshore incorporated enterprise. Although both the circular and the bulletin only apply to offshore enterprises controlled by PRC enterprises and not those by PRC individuals, the determination criteria set forth in the circular and administration clarification made in the bulletin 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 residency status of offshore enterprises and the administration measures should be implemented, regardless of whether they are controlled by PRC enterprises or PRC individuals. Despite the uncertainties resulting from limited PRC tax guidance on the issue, we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises under the Enterprise Income Tax Law. If we were considered a PRC resident enterprise for tax purposes, we would be subject to the PRC enterprise income tax at the rate of 25% on our global income for the period after January 1, 2008. Given that Circular 82 was issued regarding overseas enterprises controlled by PRC enterprises (not those controlled by PRC individuals), it is not strictly applicable to us. As of December 31, 2017, we had not accrued reserves for PRC tax on such basis.

Discontinued Operations

In November 2015, our board of directors approved the disposition of our online games business as part of our change in strategic direction to focus more on our internet finance business. We disposed of our entire online games business in March 2016. As a result, our financial statements now reflect the deconsolidation of Nuomi’s, Qianjun Technology’s and our online games business’s operating results. Retrospective adjustments to the historical statement of operations have also been made to provide a consistent basis of comparison for the financial results. Specifically, Nuomi’s, Qianjun Technology’s and our online games business’s operational results have been excluded from our financial results from continuing operations and have been separately reclassified to discontinued operations.

Critical Accounting Policies

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make estimates and assumptions that affect our reporting of, among other things, assets and liabilities, contingent assets and liabilities and net revenues and expenses. We regularly evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and other factors that we believe to be relevant under the circumstances. Since our financial reporting process inherently relies on the use of estimates and assumptions, our actual results could differ from what we expect. This is especially true with some accounting policies that require higher degrees of judgment than others in their application. We consider the policies discussed below to be critical to an understanding of our audited consolidated financial statements because they involve the greatest reliance on our management’s judgment.

Revenue Recognition

Historically, we have generated revenues primarily through online games, online advertising, our online social video platform and social commerce. Our social commerce services and online advertising services generated on our online social video platform have been discontinued after our deconsolidation of Nuomi and Qianjun Technology. Our online game services have been discontinued since we reclassified our online games business as held for sale in 2015 and we disposed of our online games business in 2016. During the years ended December 31, 2015, 2016 and 2017, our revenues are mainly generated from used automobile sales, advertising and IVAS as well as internet finance services.

We recognize revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured.

Used automobile sales

Revenue from used automobile sales is recognized when a sales contract has been executed, the vehicle has been delivered, and payment has been received or financing has been arranged. We do not provide customers with any sales return policy. We purchase used automobiles from unrelated individuals or dealerships and sell them directly to our customers through our local dealerships which we acquired during the year ended December 31, 2017.

IVAS and others

IVAS and others revenue mostly include revenues from online advertising and revenue from live streaming services.

Online advertising. Pursuant to advertising contracts, we provide advertisement placement services on our SNS platform and in our online games. We primarily enter into pay-for-time contracts, pursuant to which we bill our customers based on the period of time to display the advertisements in the specific formats on specific web pages. In recent years we have entered into pay-for-volume arrangements, pursuant to which we bill our customers on the traffic volume basis, e.g. pay-per-click or pay-per-impression.

For pay-for-time contracts revenues are recognized ratably over the period the advertising is provided. For pay-for-volume contracts revenues are recognized based on traffic volume tracked and the pre-agreed unit price. Contractual billings in excess of recognized revenue and payments received in advance of revenue recognition are recorded as deferred revenues.

We enter into advertising placement contracts with advertisers, or more frequently, with the advertisers' advertising agents, and we offer volume rebates to certain advertisers' advertising agents. We treat these advertising agents as our customers and our advertising revenues are recognized after deducting the estimated rebates. An estimate of the total rebate is based on the estimates of the sales volume to be reached based on our historical experience. If amounts of future rebates cannot be reasonably estimated, a liability will be recognized for the maximum potential amount of the rebates.

Live streaming revenue. We generate live streaming revenue from both Woxiu and Renren mobile live streaming.

"Woxiu," which means "a show of your own" in Chinese, is a virtual stage that we initially offered on our *56.com* platform and then on the Woxiu platform after the completion of the disposition of *56.com*, where grassroots musicians and performers can live-stream their performances and share them with viewers. Fans of the performing user can chat live with the performer and other audience members and purchase consumable virtual items to show support for the performer. In the second quarter of 2016, we also launched live streaming service on Renren mobile terminal.

For both Woxiu and Renren mobile live streaming, the amount of virtual currencies consumed is maintained by our operating system and will be deducted from users' accounts automatically when the virtual currencies are deemed as consumed. Revenue is recognized monthly based on the virtual currencies consumed. We pay the performers a certain percentage of the virtual currencies consumed. We recognize total revenue on a gross basis, and the commission paid to performers is recorded as cost of revenues. We calculate the amount of revenues recognized for each unit of virtual currency consumed using a moving weighted average method by dividing the total cumulative unrecognized deferred revenues by total unconsumed virtual currency.

Financing

We generate revenue from our financing business primarily through providing credit financing to used automobile dealers. Additionally, we also provided credit financing to college students on Renren Fenqi as well as apartment rental financing during the years ended December 31, 2015 and 2016. Both of those services were terminated, in May and January 2016 respectively. We record financing income and service fees related to those services over the life of the underlying financing using the effective interest method on unpaid principal amounts. The service fees collected upfront, as well as the direct origination costs for the financing, are deferred and recognized as financing income as an adjustment to the yield on a straight line basis over the life of the portfolio financing.

Used car financing

We provide short-term financing services to used automobile dealers to fund the car dealers' cash needs for used automobile purchasing. The financing period is no more than six months and is secured by a pledge of the dealers' used automobile with total value exceeding the principal of the financing. We charge an upfront service fee as well as financing income on a monthly basis. The remaining financing income in the respective periods related to credit financing provided to college students as well as apartment rental financing, both of which were terminated during the year ended December 31, 2016 as discussed in the preceding paragraph.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations.

Goodwill is not amortized, but tested for impairment upon first adoption and annually, or more frequently if event and circumstances indicate that they might be impaired. We have an option to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. In the qualitative assessment, we consider primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. Based on the qualitative assessment, if it is more likely than not that the fair value of each reporting unit is less than the carrying amount, the quantitative impairment test is performed.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The fair value of each reporting unit is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, and assumptions that are consistent with the plans and estimates being used to manage our business, estimation of the long-term rate of growth for our business, estimation of the useful life over which cash flows will occur, and determination of our weighted average cost of capital. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for the reporting unit.

In performing the two-step quantitative impairment test, our first step is to compare the fair values of each 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 an entry to adjust 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. In estimating the fair value of each reporting unit we estimate the future cash flows of each reporting unit, we have taken into consideration the overall and industry economic conditions and trends, market risk of the Company and historical information. We did not record impairment charges of goodwill for the year ended December 31, 2017. We did not have goodwill as of December 31, 2016 and 2015.

Please see "Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry" for a discussion of risks and uncertainties that may adversely affect our growth. These risks and uncertainties, if materialized, could also have a negative effect on the estimated fair value.

Share-based Compensation

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

Share awards issued to non-employees are measured at fair value at the earlier of the commitment date or the date the service is completed and recognized over the period the service is provided.

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

Income Taxes

In preparing our consolidated financial statements, we must estimate our income taxes in each of the jurisdictions in which we operate. We estimate our actual tax exposure and assess temporary differences resulting from different treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which we include in our consolidated balance sheet. We must then assess the likelihood that we will recover our deferred tax assets from future taxable income. If we believe that recovery is not likely, we must establish a valuation allowance. To the extent we establish a valuation allowance or increase this allowance, we must include an expense within the tax provision in our statement of operations. We adopted ASU 2015-17 Income Taxes (Topic 740) on January 1, 2017 and presented deferred tax assets and liabilities as non-current in our consolidated balance sheet as of December 31, 2017. Prior periods were not retrospectively adjusted and the adoption of this new standard did not have a material impact on our consolidated financial statements.

Management must exercise significant judgment to determine our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. We base the valuation allowance on our estimates of taxable income in each jurisdiction in which we operate and the period over which our deferred tax assets will be recoverable. If actual results differ from these estimates or we adjust these estimates in future periods, we may need to establish an additional valuation allowance, which could materially impact our financial position and results of operations.

U.S. GAAP requires that an entity recognize the impact of an uncertain income tax position on the income tax return at the largest amount that is more likely than not to be sustained upon audit by the relevant tax authority. If we ultimately determine that payment of these liabilities will be unnecessary, we will reverse the liability and recognize a tax benefit during that period. Conversely, we record additional tax charges in a period in which we determine that a recorded tax liability is less than the expected ultimate assessment. We recorded no unrecognized tax benefits during the years ended December 31, 2015, 2016 and 2017.

Uncertainties exist with respect to the application of the PRC Enterprise Income Tax Law and its implementing rules to our operations, specifically with respect to our tax residency status. The Enterprise Income Tax Law specifies that legal entities organized outside of the PRC will be considered residents for PRC income tax purposes if their “de facto management bodies” are located within the PRC. The Enterprise Income Tax Law’s implementation rules define the term “de facto management bodies” as “establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise.”

Despite the uncertainties resulting from limited PRC tax guidance on the issue, we do not believe that our legal entities organized outside of the PRC constitute residents under the Enterprise Income Tax Law. If one or more of our legal entities organized outside of the PRC were characterized as PRC tax residents, the impact would adversely affect our results of operations.

Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Code might apply to us, our company’s conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. If the United States taxing authorities successfully treated our company as a United States domestic corporation, our company would be subject to United States federal income tax on its worldwide taxable income as if it were a United States corporation. For more information, please refer to “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—If we are required to pay U.S. taxes, the value of your investment in our company could be substantially reduced.”

Consolidation of variable interest entity

PRC laws and regulations currently prohibit direct foreign ownership of business entities providing value-added telecommunications services in the PRC where certain licenses are required for the provision of such services. To comply with the PRC laws and regulations, we conduct substantially all of our business through our variable interest entities and their subsidiaries. We have, through one of our wholly owned subsidiaries in the PRC, entered into contractual arrangements with Qianxiang Tiancheng such that Qianxiang and its subsidiaries are considered as our variable interest entities for which we are considered their primary beneficiary. We believe we have substantive kick-out rights per the terms of the equity option agreements, which gives us the power to control the shareholder of these entities. More specifically, we believe that the terms of the exclusive equity option agreements are currently exercisable and legally enforceable under PRC laws and regulations. Therefore, we believe this gives us the power to direct the activities that most significantly impact the economic performance of these entities and their subsidiaries. We believe that our ability to exercise effective control, together with the service agreements and the equity interest pledge agreements, give us the rights to receive substantially all of the economic benefits from these entities and their subsidiaries in consideration for the services provided by our wholly owned subsidiaries in China. Accordingly, as the primary beneficiary of these entities and in accordance with U.S. GAAP, we consolidate their financial results and assets and liabilities in our consolidated financial statements.

Based on the advice of TransAsia Lawyers, our PRC legal counsel, our corporate structure in China complies with all existing PRC laws and regulations. However, our PRC legal counsel has also advised us that as there are substantial uncertainties regarding the interpretation and application of PRC laws and regulations, we cannot assure you that the PRC government would agree that our corporate structure or any of the above contractual arrangements comply with current or future PRC laws or regulations. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations.

In January 2016 and September 2016, we originated the issuance of two Shanghai Renren Finance Leasing Asset-Backed Special Plans, approximating RMB 299.8 million (US\$46.1 million) and RMB 510.6 million (US\$78.5 million), respectively. The plans are collateralized by certain financing receivables arising from our used automobile financing business.

The plans consist of three tranches: AAA-rated senior securities (covering 68.0% and 70.5% of the total securities issued, respectively) and AA-rated senior securities (covering 10.5% and 11.0% of the total securities issued, respectively) which were purchased by external investors, and subordinate securities (covering 21.5% and 18.5% of the total securities issued, respectively) held by us. We also provided a guarantee to secure the full repayment of the principal and interest of the external investors in the plans.

We hold significant variable interests in the plans through holding the subordinate securities and the guarantee provided, from which we have the right to receive benefits from the plans that could potentially be significant to the plans.

We also have power to direct the activities of the plans that most significantly impact the economic performance of the plans by making revolving purchases of underlying financing receivables and providing payment collection services from the underlying financing receivables.

Accordingly, we are considered the primary beneficiary of the plans and have consolidated the plans' assets, liabilities, results of operations and cash flows in the accompanying consolidated financial statements.

The assets of the plans are not available to our creditors. In addition, the investors of the plans have no recourse against our assets.

Long-term investments

- *Equity method investments.* Investment in common stock or in-substance common stock of an entity where we can exercise significant influence, but not control, is accounted for using the equity method. Significant influence is generally considered to exist when we have an ownership interest in the voting stock of the investee between 20% and 50%. Other factors, such as representation on the investee's board of directors, voting rights and the impact of commercial arrangements are also considered in determining whether the equity method of accounting is appropriate. An investment in in-substance common stock is an investment in an entity that has risk and reward characteristics that are substantially similar to that entity's common stock. We consider subordination, risks and rewards of ownership and obligation to transfer value when determining whether an investment in an entity is substantially similar to an investment in that entity's common stock. Under the equity method, the investment is initially recorded at cost and adjusted for our share of undistributed earnings or losses of the investee. Investment losses are recognized until the investment is fully written down as we do not guarantee the investee's obligations nor is it committed to provide additional funding. When our carrying value in an equity method affiliated company is reduced to zero, no further losses are recorded in our consolidated financial statements unless we guaranteed obligations of the affiliated company or have committed additional funding. When the affiliated company subsequently reports income, we will not record its share of such income until it exceeds the amount of its share of losses not previously recognized. We regularly evaluate the impairment of the equity investment based on performance and the financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee's cash position, recent financings, projected and historical financial performance, cash flow forecasts and financing needs. An impairment charge is recorded when the carrying amount of the investment exceeds its fair value and this condition is determined to be other-than-temporary. We recognized US\$4.3 million, US\$7.5 million and US\$20.0 million in impairment losses on equity method investments for the years ended December 31, 2015, 2016 and 2017, respectively.
- *Cost method investments.* For investments in an investee over which we do not have significant influence and which are not considered debt securities or equity securities that have readily determinable fair values, we carry the investment at cost and recognize income as any dividends declared from distribution of investee's earnings. We review the cost method investments for impairment whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. The primary factors we consider in our impairment analysis include the duration and severity of the decline in fair value, the financial condition, operation performance and the prospects of the investees as well as other company specific information such as recent financing rounds. An impairment loss is recognized in earnings equal to the difference between the investment's cost and its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value of the investment would then become the new cost basis of the investment. We determine the fair value of our cost method investment generally by adopting a market approach concluding on the overall investee's equity value which takes into consideration a number of factors that include expected market multiples from publicly traded companies in the industry and allocating this value to the various classes of preferred and common shares by using an option pricing method which takes into consideration a number of factors that include lack of marketability discount, interest rate, expected volatility, probability weight for each scenario including liquidation, redemption and initial public offering as applicable. We recognized nil, US\$44.0 million and US\$53.1 million in impairment losses on cost method investments for the years ended December 31, 2015, 2016 and 2017, respectively.
- *Available-for-sale investments.* Our investments in convertible redeemable preferred shares and convertible debt are classified as available-for-sale investments which are reported at fair value, with unrealized gains and losses recorded in accumulated other comprehensive income. We monitor the investments for other-than-temporary impairment by considering factors including, but not limited to, current economic and market conditions, the operating performance of the investees including current earnings trends and other company-specific information. An impairment loss on the available-for-sale securities is recognized in the consolidated statements of operations and comprehensive income when the decline in value is determined to be other-than-temporary. Fair value of our long-term available for sales investments is generally based on a market approach taking into consideration a number of factors that include expected market multiples from publicly traded companies in the industry, and allocating this value to the various classes of preferred and common shares by using an option-pricing method which takes into consideration a number of factors that include lack of marketability discount, interest rate, expected volatility, probability weight for each scenario including liquidation, redemption and initial public offering as applicable. We recognized nil, US\$50.8 million and US\$40.0 million in impairment losses on available-for-sale investments for the years ended December 31, 2015, 2016 and 2017, respectively.

Financing receivable

Financing receivable represents receivables derived from the financing business. Financing receivable is recorded at amortized cost, reduced by a valuation allowance estimated as of the balance sheet dates. The amortized cost of a financing receivable is equal to the unpaid principal balance, plus net deferred origination costs. Net deferred origination costs are comprised of certain direct origination costs, net of origination fees received. Origination fees include fees charged to the individuals or companies that increase the financing's effective yield. Direct origination costs in excess of origination fees received are included in the financing receivable and amortized over the financing term using the effective interest method. Financing origination costs are limited to direct costs attributable to originating the financing, including commissions and personnel costs directly related to the time spent by those individuals performing activities related to the origination.

Due to limitations imposed by PRC laws and regulations, we previously had appointed a senior management member to act as an intermediary to facilitate certain financing services for our internet finance business. Under this business model, we arranged for each individual or company to sign the financing agreement with the intermediary. We provided funds to the intermediary to finance the individuals or companies in accordance with the financing agreement. Immediately upon signing a financing agreement with an individual or a company, the intermediary then transferred all of the creditor's rights arising from the financing agreement to us. The intermediary never put his own funds at risk and bore no risk in the arrangement and thus was considered an agent. In May 2016, we terminated all of the financing business conducted under this business model and we performed all subsequent financing ourselves.

Allowance for financing receivable

An allowance for financing receivable is established through periodic charges to the provision for financing receivable losses when we believe that the future collection of principal is unlikely. Subsequent recoveries, if any, are recorded as credits against the allowance. We evaluate the creditworthiness of our portfolio based on a pooled basis due to the composition of homogeneous financing with similar size and general credit risk characteristics for similar financing businesses. We consider the creditworthiness of the individuals and the companies receiving financing, aging of the outstanding financing receivable and other specific circumstances related to the financing when determining the allowance for financing receivable. The allowance is subjective as it requires material estimates including such factors as known and inherent risks in the financing portfolio, adverse situation that may affect the ability of the individuals and the companies receiving financing to repay and current economic conditions. Recovery of the carrying value of financing receivable is dependent to a great extent on conditions that are beyond our control.

Nonaccrual financing receivable

Financing income is calculated based on the contractual rate of the financing and recorded as financing income over the life of the financing using the effective interest method. Financing receivables are placed on non-accrual status upon reaching 90 days past due for those arising from financing for installment sales and apartment rental financing, or when reasonable doubt exists as to the full, timely collection of the financing receivable. When a financing receivable is placed on non-accrual status, we stop accruing financing income. The financing receivable is returned to accrual status if the related individual or company has performed in accordance with the contractual terms for a reasonable period of time and, in our judgment, will continue to make period principal and financing income payments as scheduled. We write off our nonaccrual financing receivable by considering factors including, but not limited to the overdue days, the collection condition replied by third party collectors and the repayment willingness of the debtor.

Transfer of financial instruments

Sales and transfers of financial instruments are accounted under authoritative guidance for the transfers and servicing of financial assets and extinguishment of liabilities.

Through the peer-to-peer platforms and the plans, we identified individual investors and transfers creditors' rights originated from the aforementioned financing services to the individual investors. We further offered different investment periods to investors with various annual interest rates while those credit rights are held by the investors. The terms of the sales require us to repurchase those creditors' rights from investors prior to or upon the maturity of the investment period. As a result, the sales of those creditors' rights are not accounted for as a sale and remain on our consolidated balance sheet and are recorded as payable to investors in our consolidated balance sheet.

Inventory

Inventory consists of purchased used automobiles. The vehicle reconditioning costs and other incremental costs are capitalized as a component of inventory. Inventory is stated at the lower of cost or net realizable value. Inventory cost is determined by specific identification. Net realizable value is the estimated selling price less costs to complete, dispose and transport the vehicles. Selling prices are derived from historical data and trends, such as sales price and inventory turn times of similar vehicles, as well as independent, market resources. Each reporting period we recognize any necessary adjustments to reflect vehicle inventory at the lower of cost or net realizable value through cost of sales in the accompanying consolidated statements of operations.

Business Combinations

Business combinations are recorded using the acquisition method of accounting. We elected to early adopt ASU 2017-01 “Business Combination (Topic 805): Clarifying the Definition of a Business” on January 1, 2017 and applied the new definition of a business prospectively for acquisitions made during the year ended December 31, 2017. The purchase price of the acquisition is allocated to the tangible assets, liabilities, identifiable intangible assets acquired and non-controlling interest, if any, based on their estimated fair values as of the acquisition date. The excess of the purchase price over those fair values is recorded as goodwill. Acquisition-related expenses and restructuring costs are expensed as incurred.

Where the consideration in an acquisition includes contingent consideration and the payment of which depends on the achievement of certain specified conditions post-acquisition, the contingent consideration is recognized and measured at its fair value at the acquisition date and if recorded as a liability, it is subsequently carried at fair value with changes in fair value reflected in earnings. As of December 31, 2017, contingent consideration liability related to the used car dealers acquired during the year ended December 31, 2017 amounted to US\$66.8 million and have been recorded as contingent consideration liability and long-term contingent consideration liability on our consolidated balance sheet. We estimated the fair value of our contingent consideration by using valuation models that incorporate certain assumptions which include IPO probability and discount rate.

Accounting Pronouncements Newly Adopted

Newly adopted accounting pronouncements that are relevant to us are included in note 2 to our audited consolidated financial statements, which are included in this annual report.

Recent Accounting Pronouncements Not Yet Adopted

Not yet adopted accounting pronouncements that are relevant to us are included in note 2 to our audited consolidated financial statements, which are included in this annual report.

Results of Operations

The following table sets forth a summary of our consolidated results of operations for the years indicated. Our business has evolved rapidly in recent years. We believe that period-to-period comparisons of our results of operations should not be relied upon as indicative of future performance.

	Years ended December 31,		
	2015	2016	2017
Net revenues:			
Used automobile sales	—	—	\$ 121,084
IVAS and others	\$ 32,507	\$ 34,047	51,749
Financing income	8,604	29,317	29,269
Total net revenues	41,111	63,364	202,102
Cost of revenues:			
Used automobile sales	—	—	116,385
IVAS and others	30,083	26,059	39,038
Financing income	6,637	25,708	28,975
Total cost of revenues	36,720	51,767	184,398
Gross profit	4,391	11,597	17,704
Operating expenses:			
Selling and marketing	30,502	21,276	28,954
Research and development	32,392	20,750	23,678
General and administrative	46,803	42,584	52,949
Total operating expenses	109,697	84,610	105,581
Loss from operations	(105,306)	(73,013)	(87,877)
Other (expenses) income	(7,058)	12,888	(1,369)
Interest income	2,190	919	2,029
Interest expenses	(2,041)	(12,439)	(10,185)
Realized (loss) gain on short-term investments	(98,112)	552	(100)
Realized gain on disposal of long-term investments	—	—	37,311
Impairment of long-term investments	(4,258)	(102,307)	(113,073)
Loss before provision of income tax and (loss) earnings in equity method investments and noncontrolling interest, net of tax	(214,585)	(173,400)	(173,264)
Income tax expenses	(3,124)	(2,470)	(4,479)
Loss before (loss) earnings in equity method investments and noncontrolling interest, net of tax	(217,709)	(175,870)	(177,743)
(Loss) earnings in equity method investments, net of tax	(5,468)	(18,183)	67,240
Loss from continuing operations	\$ (223,177)	\$ (194,053)	\$ (110,503)

Year Ended December 31, 2017 Compared to Year Ended December 31, 2016

Net revenues. Our net revenues increased by 219% from US\$63.4 million in 2016 to US\$202.1 million in 2017. This increase was primarily due to revenues from used automobile sales, which was a business that we launched in June 2017, and to a lesser extent to a 52.0% increase in IVAS and others revenues.

- **Used automobile sales.** We commenced used automobile sales in June 2017, and they already accounted for 59.9% of our total net revenues in 2017.
- **IVAS and others.** Our IVAS and others net revenues increased by 52.0% from US\$34.0 million in 2016 to US\$51.7 million in 2017. The increase in our IVAS and others net revenues was primarily due to the revenue from our Renren mobile live streaming service.
- **Financing income.** Our financing income revenues remained substantially unchanged at US\$29.3 million in 2016 and 2017. The amount of loan origination to used automobile dealerships was US\$25.4 million during 2017, as compared with US\$17.9 million during 2016.

Cost of revenues. Our cost of revenues increased by 256% from US\$51.8 million in 2016 to US\$184.4 million in 2017. This increase was primarily due to the cost of used automobile sales.

- **Used automobile sales.** Used automobile sales accounted for 63.1% of our total cost of revenues in 2017, in line with the percentage of total revenues which they accounted for. Cost of revenues for used automobile sales is primarily the cost to acquire the vehicles.
- **IVAS and others.** Our IVAS and others cost of revenues increased by 49.8% from US\$26.1 million in 2016 to US\$39.0 million in 2017. The increase in our IVAS and others cost of revenues was primarily due to an increase of commission cost we paid to our mobile live streaming performers and Woxiu performers.
- **Financing income.** Our cost of revenues for financing income increased by 12.7% from US\$25.7 million in 2016 to US\$29.0 million in 2017. The increase was primarily due to an increase in provision for financing receivables.

Operating expenses. Our operating expenses increased by 24.8% from US\$84.6 million in 2016 to US\$105.6 million in 2017, due to increases in sales and marketing expenses and general and administrative expenses.

- **Selling and marketing expenses.** Our selling and marketing expenses increased by 36.1% from US\$21.3 million in 2016 to US\$29.0 million in 2017. This increase was primarily due to an increase of US\$2.9 million in salaries and other benefits as we increased our headcount, an increase of US\$3.1 million in promotion expenses for our live streaming service and in increase of US\$1.1 million for promotion expenses for Chime.

- *Research and development expenses.* Our research and development expenses increased by 14.1% from US\$20.7 million in 2016 to US\$23.7 million in 2017. This increase was primarily due to an increase of US\$1.7 million in salaries and other benefits for research and development personnel, which was primarily due to the increase in our research and development headcount in 2017.
- *General and administrative expenses.* Our general and administrative expenses increased by 24.3% from US\$42.6 million in 2016 to US\$52.9 million in 2017. The increase was primarily due to an increase of US\$4.9 million in share-based compensation expenses, as well as an increase in the professional expenses for the transaction that we announced on April 30, 2018.

Interest income. Our interest income was US\$2.0 million in 2017, as compared to interest income of US\$0.9 million in 2016. Our interest income was primarily interest from term deposits at commercial banks.

Interest expenses. Our interest expense was US\$10.2 million in 2017, as compared to interest expense of US\$12.4 million in 2016. The interest expense was primarily interest on loans that we borrowed to fund the purchase of additional shares in SoFi in 2016, and the decline was due to our early repayment for one of these loans, a long-term loan of US\$42.8 million that we borrowed from an asset management company.

Realized gain on disposal of long-term investments. Our realized gain on disposal of long-term investments was US\$37.3 in 2017, compared to a realized gain on disposal of long-term investments of nil in 2016. The gain was primarily due to the disposal of common shares of Mapbar Technology Limited.

Impairment of long-term investments. Our impairment of long-term investments was US\$113.1 million in 2017, compared to impairment of long-term investments of US\$102.3 million in 2016. The increase was primarily due to an impairment of US\$35.0 million in our investment in Credit Shop, Incorporated, an impairment of US\$15.0 million in our investment in Zhu Chao Holdings Company Limited, an impairment of US\$12.1 million in our investment in 268V Limited, an impairment of US\$11.6 million in our investment in Eunke Technology Ltd., an impairment of US\$11.0 million in our investment in KoolRay Vision Inc., an impairment of US\$10.0 million in our investment in Snowball Finance Inc.

(Loss) earnings in equity method investments. Our earnings in equity method investments was US\$67.2 million in 2017, compared to loss in equity method investments of US\$18.2 million in 2016. The increase was primarily due to the US\$58.3 million gain on disposal of certain shares of Social Finance Inc. in 2017.

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

Net revenues. Our net revenues increased by 54.1% from US\$41.1 million in 2015 to US\$63.4 million in 2016. This increase was primarily due to revenues from financing income.

- *IVAS and others.* Our IVAS and others net revenues increased by 4.7% from US\$32.5 million in 2015 to US\$34.0 million in 2016. An increase in IVAS revenues as we launched our mobile live streaming business was offset by a sharp decrease in online advertising revenues. The number of our monthly unique log-in users decreased from 41 million in December 2015 to 35 million in December 2016 and the average amount of time that unique log-in users spent on our platform decreased from approximately 1.8 hours in 2015 to approximately 1.4 hours in 2016. The number of our brand advertisers decreased from 72 in 2015 to 12 in 2016, and the average annual spending by our brand advertisers decreased from approximately US\$118,000 in 2015 to approximately US\$60,000 in 2016.
- *Financing income.* Our financing income revenues increased by 241% from US\$8.6 million in 2015 to US\$29.3 million in 2016. The increase in our financing income revenues was primarily due to the substantial increase in the credit we extended in our used automobile financing service, which increased from RMB 734.9 million in 2015 to RMB 4,832.6 million (US\$727.8 million) in 2016.

Cost of revenues. Our cost of revenues increased by 41.0% from US\$36.7 million in 2015 to US\$51.8 million in 2016. This increase was due to financing costs and the provision for financing receivable for our Auto segment, as well as a 7.1% increase in the cost of revenues of our Renren segment.

- *IVAS and others.* Our IVAS and others cost of revenues decreased by 13.4% from US\$30.1 million in 2015 to US\$26.1 million in 2016. The decrease was primarily due to a decrease of US\$4.1 million in bandwidth costs and a decrease of US\$2.0 million in depreciation costs for IT servers. Our bandwidth costs fell as the average number of monthly unique log-in users and the average amount of time that unique log-in users spent on our platform both declined.

- **Financing income.** Our financing income cost of revenues increased from US\$6.6 million in 2015 to US\$25.7 million in 2016 as we provided more services in 2016. The main components of financing income cost of revenues included financing costs and provision for financing receivable. Our financing costs increased in line with the substantial increase in the credit we extended in our used automobile financing service. Our provision for financing receivable in 2016 was primarily due to Renren Fenqi.

Operating expenses. Our operating expenses decreased by 22.9% from US\$109.7 million in 2015 to US\$84.6 million in 2016, primarily due to decreased expenses in salaries and other benefits.

- **Selling and marketing expenses.** Our selling and marketing expenses decreased by 30.2% from US\$30.5 million in 2015 to US\$21.3 million in 2016. This decrease was primarily due to a decrease of US\$7.3 million in salaries and other benefits as we reduced our headcount.
- **Research and development expenses.** Our research and development expenses decreased by 35.9% from US\$32.4 million in 2015 to US\$20.7 million in 2016. This decrease was primarily due to a 38.2% decrease in salaries and other benefits for research and development personnel, from US\$24.0 million in 2015 to US\$14.8 million in 2016, which was primarily due to the reduction in our research and development headcount in 2016, as well as to a decrease in the associated rental and office facilities expenses from US\$5.0 million in 2015 to US\$2.5 million in 2016.
- **General and administrative expenses.** Our general and administrative expenses decreased by 9.0% from US\$46.8 million in 2015 to US\$42.6 million in 2016. The decrease was primarily due to a decrease of US\$4.1 million in share-based compensation expenses.

Interest income. Our interest income was US\$0.9 million in 2016, as compared to interest income of US\$2.2 million in 2015. Our interest income was primarily interest from term deposits at commercial banks.

Interest expenses. Our interest expense was US\$12.4 million in 2016. The interest expense was primarily interest on loans that we borrowed to fund the purchase of additional shares in SoFi in 2015.

Realized (loss) gain on short-term investments. Our realized gain on short-term investments was US\$0.6 million in 2016, compared to a realized loss on short-term investments of US\$98.1 million in 2015, as we adopted a more conservative approach to our treasury management operations. The gain in 2016 was primarily due to a gain on trading securities.

Impairment of long-term investments. Our impairment of long-term investments was US\$102.3 million in 2016, compared to impairment of long-term investments of US\$4.3 million in 2015. The increase was primarily due an impairment of US\$50.8 million in our investment in 268V Limited and an impairment of US\$32.3 million in our investment in Motif Investing Inc.

Loss in equity method investments. Our loss in equity method investments was US\$18.2 million in 2016, compared to loss in equity method investments of US\$5.5 million in 2015. The increase was primarily due to the pick-up loss in SoFi and Sindeo Inc. and the decrease in earnings from investment in JMOOP after our disposition of that investment in 2015.

Discussion of Segment Operations

We had two reportable segments as of December 31, 2017, our Renren segment and our auto group segment. Our Renren segment offers social networking services and other internet value added services. Our auto group segment sells used automobiles and related products, arranges financing options for customers through our financial services partners and provides credit financing to used automobile dealerships.

The following table lists our net revenues and operating costs and expenses by reportable segment for the periods indicated.

	Year ended December 31, 2015		
	Renren	Auto	Total
Net revenues	\$ 36,880	\$ 4,231	\$ 41,111
Cost of revenues	(35,203)	(1,517)	(36,720)
Operating expenses	(107,211)	(2,486)	(109,697)
Operating (loss) income	(105,534)	228	(105,306)
Net loss from continuing operations	(221,851)	(1,326)	(223,177)
Net income from discontinued operations	1,520	—	1,520
Net loss	(220,331)	(1,326)	(221,657)

	Year ended December 31, 2016		
	Renren	Auto	Total
Net revenues	\$ 42,513	\$ 20,851	\$ 63,364
Cost of revenues	(37,696)	(14,071)	(51,767)
Operating expenses	(68,918)	(15,692)	(84,610)
Operating loss	(64,101)	(8,912)	(73,013)
Net loss from continuing operations	(183,638)	(10,415)	(194,053)
Net income from discontinued operations	8,701	—	8,701
Net loss	(174,937)	(10,415)	(185,352)

	Year ended December 31, 2017		
	Renren	Auto	Total
Net revenues	\$ 52,251	\$ 149,851	\$ 202,102
Cost of revenues	(40,108)	(144,290)	(184,398)
Operating expenses	(80,403)	(25,178)	(105,581)
Operating loss	(68,260)	(19,617)	(87,877)
Net loss from continuing operations	(85,237)	(25,266)	(110,503)
Net income from discontinued operations	—	—	—
Net loss	(85,237)	(25,266)	(110,503)

B. Liquidity and Capital Resources

Cash Flows and Working Capital

As of December 31, 2017, we had US\$128.6 million in cash and cash equivalents and term deposits. On April 30, 2018, we declared a cash dividend payable to all holders of our ordinary shares and ADSs. As part of the transaction of which this cash dividend forms a part, we will receive a payment of US\$25 million in cash from OPI prior to the time when we must pay the cash dividend. The size of the cash dividend will be determined by the number of shares of OPI that are purchased in the private placement that also comprises part of the same transaction, so we do not know at this time what it will be, either in the aggregate or on a per share basis. However, the cash dividend may be as much as US\$131 million, in which case our remaining cash balance would be considerably less than it was as of December 31, 2017. See “Item 3.D—Key Information—Risk Factors—Risks Related to Our Business and Industry—The Transaction will leave us with less cash and fewer investment assets that can be readily converted into cash, which may restrict our growth in the future.”

Even with the payment of the cash dividend, we believe that our cash on hand, together with cash from disposal of long-term investments and cash provided by financing activities, will provide us with sufficient capital to meet our anticipated cash needs for the next 12 months. If we have additional liquidity needs, we may obtain additional financing to meet such needs. However, we cannot assure you that financing will be available in the amounts we need or on terms acceptable to us, if at all. If we are unable to obtain additional equity or debt financing as required, our business, operations and prospects may suffer.

As of December 31, 2017, our balance sheet included US\$565.4 million in long-term investments in some 57 portfolio companies and investment funds. After the Transaction, we will only retain a minority interest in 6 portfolio companies which either have especially strong synergy with our company in their business or which are insignificant in value and would be costly and difficult to transfer due to the way the investment was structured. As part of the Transaction, Oak Pacific Investment will issue a note to us with a principal amount of US\$90,000,000, an interest rate of 8% per year, and a term of the earlier of five years and the date upon which OPI and its subsidiaries no longer hold any shares of Social Finance Inc.

Although we consolidate the results of Qianxiang Wangjing and Qianxiang Changda, our access to cash balances or future earnings of these entities is only through our contractual arrangements with these entities and their respective shareholders and subsidiaries. See “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.” For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see “—Holding Company Structure.”

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

	Years ended December 31		
	2015	2016	2017
	(in thousands of US\$)		
Net cash used in operating activities	\$ (50,042)	\$ (11,005)	\$ (114,964)
Net cash (used in) provided by investing activities	(248,984)	(193,283)	224,236
Net cash provided by (used in) financing activities	180,430	226,075	(67,113)
Net (decrease) increase in cash and cash equivalents	(118,596)	21,787	42,159
Cash and cash equivalents at the beginning of the year	183,025	60,837	79,370
Effect of exchange rate changes	(3,592)	(3,254)	7,066
Cash and cash equivalents at the end of the year	60,837	79,370	128,595

Operating Activities

The major factors affecting our operating cash flows are the timing of cash receipts from sales of our services and of the cash settlement for our accounts payable and accrued expenses.

Net cash used in operating activities amounted to US\$115.0 million in 2017, compared to a net loss of US\$110.5 million. The principal change in operating assets and liabilities accounting for the difference between our net loss and our net cash used in operating activities in 2017 was an increase in inventory of US\$76.6 million for the acquisition of used automobiles in connection with the new business we launched in June 2017. The principal adjustments to reconcile our net loss to our net cash used by operating expenses were impairment on long-term investments of US\$113.1 million relating to assets which we have transferred to OPI in connection with the transaction we announced on April 30, 2018, share-based compensation expenses of US\$28.0 million and provision for financing receivable losses of US\$12.7 million, partially offset by gain on disposal of equity method investment of US\$59.7 million for Social Finance Inc. and Loadstar Capital K.K., and realized gain on disposal of long-term investments of US\$37.3 million for Mapbar Technology Limited.

Net cash used in operating activities amounted to US\$11.0 million in 2016, compared to a net loss of US\$185.4 million. The principal changes in operating assets and liabilities accounting for the difference between our net loss and our net cash used in operating activities in 2016 were a decrease in prepaid expenses and other current assets of US\$7.9 million and the repayment of an intercompany loan that we had made to Online Gaming of US\$7.5 million. The principal adjustments to reconcile our net loss to our net cash used by operating expenses were impairment on long-term investments of US\$102.3 million, share-based compensation expenses of US\$23.5 million, net loss in equity method investments of US\$18.2 million and provision for financing receivable losses of US\$12.4 million, partially offset by gain on deconsolidation of subsidiaries of US\$12.9 million.

Net cash used in operating activities amounted to US\$50.0 million in 2015, compared to a net loss of US\$221.7 million. The principal changes in operating assets and liabilities accounting for the difference between our net loss and our net cash used in operating activities in 2015 were a profit distribution received from Japan Macro Opportunities Offshore Partners, LP of US\$9.2 million and a decrease in accounts and notes receivable of US\$7.6 million. An increase in prepaid expenses and other current assets of US\$22.8 million was offset by miscellaneous increases in non-current assets. The principal adjustments to reconcile our net loss to our net cash used by operating expenses were a loss on short-term investments and fair value change of derivatives of US\$98.1 million and share-based compensation expenses of US\$28.2 million.

Investing Activities

Net cash provided by investing activities amounted to US\$224.2 million in 2017, due mainly to proceeds from principal repayments of financing receivable of US\$926.0 million and release of restricted cash of US\$416.9 million, proceeds from sale of equity method investment of US\$94.6 million and proceeds from sale of cost method investment of US\$32.7 million, partially offset by payments to provide financing receivable of US\$748.7 million and placement of restricted cash of US\$456.0 million. The financing receivable is generated from loans to used automobile dealerships in our financing business. Restricted cash primarily consists of cash deposits used to secure debt borrowings and is expected to be released in accordance with the debt agreement.

- Our principal purchases of long-term investments in 2017 included US\$4.4 million for Shenzhen Xing Tu Zhi Kong Technology Co., Ltd., US\$3.0 million for Shanghai SinceMe Networking & Technology Corp. Ltd. and US\$2.0 million for Plum Inc. In addition, we made other purchases of long-term investments of US\$4.2 million for equity interests in 2017.
- Our principal disposition of long-term investments in 2017 included US\$91.9 million from Social Finance Inc. and US\$32.7 million from Mapbar Technology Limited.

Net cash used in investing activities amounted to US\$193.3 million in 2016, due mainly to cash paid to customers in our financing business of US\$799.2 million and cash paid for purchases of long-term investments of US\$50.8 million, partially offset by repayment from customers in our internet finance business of US\$626.8 million, capital distributions received from equity method investees of US\$29.6 million, proceeds from sale of trading securities of US\$22.6 million and proceeds from sale of equity method investment of US\$18.5 million.

- Our principal purchases of long-term investments in 2016 included US\$20.0 million for Series A Preferred Shares of Credit Shop Inc. and US\$12.9 million for Shenzhen Golden Axe Co., Ltd. In addition, we made other purchases of long-term investments of US\$17.9 million for equity interests in 2016.
- Our principal disposition of long-term investments in 2016 was US\$29.5 million from Hayman Credes Master Fund.

Net cash used in investing activities amounted to US\$249.0 million in 2015, due mainly to cash paid for purchases of long-term investments of US\$538.1 million, cash paid to customers in our financing business of US\$289.0 million and purchases of short-term investments of US\$199.2 million, partially offset by a net withdrawal in term deposits of US\$493.5 million, proceeds from sales of short-term investments of US\$129.1 million, repayment from customers in our financing business of US\$126.5 million and capital distributions received from equity method investees of US\$60.3 million.

- Our principal purchases of long-term investments in 2015 included US\$172.3 million for Series E and Series F Preferred Shares of SoFi, US\$65.8 million for Series C Preferred Shares of LendingHome Corporation, US\$40.0 million for Series E Preferred Shares of Motif Investing Inc., US\$25.0 million for Series B Preferred Shares of Eunke Technology Ltd. and US\$15.0 million for Series A Preferred Shares of Credit Shop Inc. In addition, we made other purchases of long-term investments of US\$220.0 million for equity interests in 35 companies in 2015.
- Our principal disposition of long-term investments in 2015 was US\$60.3 million from Japan Macro Opportunities Offshore Partners, LP.
- Our principal purchases of short-term investments in 2015 included US\$101.4 million for derivative financial instruments, US\$68.0 million for trading securities and US\$29.8 million for available-for-sale securities. Our purchases of derivative financial instruments were related primarily to the purchase for US\$62.1 million of an H-Share Index Call Option and the purchase for US\$39.1 million of an FXI UP Call Option, both of which expired out of the money. Our purchases of trading securities included US\$20.8 million for equity securities, US\$23.5 million for corporate bonds and US\$23.4 million in funds. Our purchases of short-term available-for-sale securities were all equity securities and we disposed of all of them during the same year.
- Our principal dispositions of short-term investments in 2015 included US\$63.8 million from trading securities and US\$62.7 million from available-for-sale securities. Our disposition of trading securities included most of the trading securities that we had purchased during the course of the year, with dispositions of US\$19.7 million of equity securities, US\$22.7 million in corporate bonds and US\$21.4 million in funds. We disposed of all of our short-term available-for-sale securities during 2015, including ones that we had purchased in earlier years, to provide cash for other purposes. These short-term available-for-sale securities were all equity securities.

Financing Activities

Net cash used in financing activities was US\$67.1 million in 2017, due mainly to US\$1,688.7 million of principal repayment to investors in our financing business and US\$68.0 million used to repay short-term and long-term loans, partially offset by proceeds from investors in our financing business of US\$1,580.5 million and proceeds from debt borrowings of US\$92.5 million. Proceeds from investors and principal repayment to investors relate to our use of asset-backed securities and peer-to-peer platforms to fund the financing receivables that we generate in our financing business.

Net cash provided by financing activities was US\$226.1 million in 2016, due mainly to proceeds from investors in our financing business of US\$844.7 million and proceeds from debt borrowings of US\$39.1 million, partially offset by US\$637.9 million of principal repayment to investors in our financing business and US\$31.9 million used to repay short-term and long-term loans (net of restricted cash).

Net cash provided by financing activities was US\$180.4 million in 2015, due mainly to proceeds from investors in our financing business of US\$174.5 million and proceeds from debt borrowings (net of restricted cash) of US\$138.0 million, partially offset by US\$125.0 million of principal repayment to investors in our financing business and US\$10.3 million used to repurchase our ordinary shares.

Holding Company Structure

Overview

We are a holding company with no material operations of our own. We conduct our operations in China principally through several sets of contractual arrangements between three of our wholly owned PRC subsidiaries, namely Qianxiang Shiji, Renren Automobile and Qianxiang Lianhe, and their respective consolidated affiliated entities, namely Qianxiang Tiancheng, Shanghai Changda, Shanghai Jieying and Qianxiang Yixin, and their respective shareholders. See “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities” for a summary of these contractual arrangements. For each of the three years ended December 31, 2017, revenues from our consolidated affiliated entities constituted substantially all of our total consolidated net revenues.

Conducting our operations through contractual arrangements with our consolidated affiliated entities in China entails a risk that we may lose effective control over our consolidated affiliated entities, which may result in our being unable to consolidate their financial results with our results and may impair our access to their cash flow from operations and thereby reduce our liquidity. See “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business” for more information, including the risk factors titled “If the PRC government finds that the agreements that establish the structure for operating our services in China do not comply with PRC governmental restrictions on foreign investment in internet businesses, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations” and “We rely on contractual arrangements with consolidated affiliated entities for our China operations, which may not be as effective in providing operational control as direct ownership. Any failure by our affiliated entities or their respective shareholders to perform their obligations under our contractual arrangements with them would have a material adverse effect on our business and financial condition.”

Dividend Distributions

As a holding company, our ability to pay dividends and other cash distributions to our shareholders depends primarily upon dividends and other distributions paid to us by our PRC subsidiaries. The amount of dividends paid by each of our PRC subsidiaries to us depends solely on the service and license fees paid to each of our PRC subsidiaries by the consolidated affiliated entity with which it has contractual arrangements.

Under PRC law, all of our PRC subsidiaries and consolidated affiliated entities in China are required to set aside at least 10% of their respective after-tax profits each year, if any, to fund a statutory reserve until such reserve reaches 50% of their respective 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. Our PRC subsidiaries are permitted to pay dividends to us only out of their respective retained earnings, if any, as determined in accordance with PRC accounting standards and regulations.

After Qianxiang Wangjing and Qianxiang Changda make appropriations for their respective statutory reserves and retain any profits, each of their remaining net profits are distributable to their sole shareholder, Qianxiang Tiancheng, in the form of an RMB dividend. Pursuant to the contractual arrangements between Qianxiang Tiancheng and Qianxiang Shiji, Qianxiang Tiancheng's earnings and cash (including dividends received from its subsidiaries) are used to pay service and license fees in RMB to Qianxiang Shiji, in the manner and amount set forth in these agreements. After paying the withholding taxes applicable to Qianxiang Shiji's revenues and earnings, making appropriations for its statutory reserve requirements and retaining any profits from accumulated profits, the remaining net profits of Qianxiang Shiji would be available for distribution to us through the respective offshore holding companies through which we own Qianxiang Shiji, although we have not, and do not have, any present plan to make such distributions. As of December 31, 2017, the net assets of Qianxiang Shiji and our consolidated affiliated entities which were restricted due to statutory reserve requirements and other applicable laws and regulations, and thus not available for distribution, was in aggregate US\$436.0 million. We do not believe that these restrictions on the distribution of our net assets will have a significant impact on our ability to timely meet our financial obligations in the future. See "Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of our Business—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business" and "Item 3.D—Risk Factors—Risks Related to Doing Business in China—Our global income and the dividends that we may receive from our PRC subsidiary, dividends distributed to our non-PRC shareholders and ADS holders, and gain recognized by such shareholders or ADS holders, may be subject to PRC taxes under the Enterprise Income Tax Law, which would have a material adverse effect on our results of operations" for more information.

Furthermore, cash transfers from our PRC subsidiaries to our subsidiaries outside of China are subject to PRC government control of currency conversion. Restrictions on the availability of foreign currency may affect the ability of our PRC subsidiaries and our consolidated affiliated entities to remit sufficient foreign currency to pay dividends or other payments to us, or otherwise satisfy their foreign currency denominated obligations. See "Item 3.D—Risk Factors—Risks Related 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."

Capital Expenditures

We made capital expenditures of US\$1.2 million, US\$0.4 million and US\$0.5 million in 2015, 2016 and 2017, respectively. In the past, our capital expenditures were primarily used to purchase servers and other equipment for our business, and purchase of real estate. In 2015, our capital expenditures included purchases of computer servers and equipment of US\$0.8 million and purchases of license rights of online games of US\$0.4 million. In 2016, our capital expenditures included purchases of computer servers and equipment of US\$0.4 million. In 2017, our capital expenditures included purchases of computer servers and equipment of US\$0.1 million. We expect to incur capital expenditures of up to approximately US\$ 2.0 million in 2018, which will be primarily used to purchase some equipment for our after-sale services business, additional servers and computers and expand our network infrastructure to support the growth of our business.

C. Research and Development, Patents, and Licenses, etc.

Research and Development

Our research and development efforts focus on developing and improving the scalability, features and functions of each of our websites, services and applications. We have a large team of 381 engineers and developers as of December 31, 2017, accounting for 29% of our employees as of that date. Most of our engineers and developers are based at our headquarters in Beijing.

Our research and development personnel support all areas of our business, mainly focusing on the improvement and enhancement of our Renren SNS services for both mobile devices and personal computers and our live streaming services for mobile devices and ensuring we are fully compatible with the latest mobile operating systems such as iOS, Android and Windows, but also working on our Chime initiative, supporting our financing business and supporting our Woxiu business. We continue to develop new products and services to meet the needs of our user base and customers.

Our research and development expenses primarily include salaries and benefits for our research and development personnel and depreciation of related PC and servers. We incurred US\$32.4 million, US\$20.7 million and US\$23.7 million of research and development expenses in 2015, 2016 and 2017, respectively.

Intellectual Property

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

“人人”，“人人分期”和“开心汽车” are registered trademarks in China. We have applied for patents relating to our technologies, among which we have been granted 11 patents. We have registered the top level domain name .ren and domain names including renren.com, xiaonei.com, kaixin.com, chimeroi.com and mumianty.com. In addition, we maintain 70 copyright registrations, of which 52 are computer software copyright registrations. Our employees sign confidentiality and non-compete agreements when hired.

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2017 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Off-Balance Sheet Arrangements

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

F. Tabular Disclosure of Contractual Obligations

The following table sets forth our contractual obligations including interest payment, if applicable, as of December 31, 2017:

	Payment Due by Period				
	Total	Less than 1 year	1-3 years	4-5 years	More than 5 years
	(in thousands of US\$)				
Operating lease obligations ⁽¹⁾	\$ 14,875	\$ 6,366	\$ 7,702	417	390
Unconditional investment obligations ⁽²⁾	\$ 1,736	\$ 1,736	-	-	-
Loan obligations ⁽³⁾	\$ 185,574	\$ 135,626	\$ 49,948	-	-
TOTAL	\$ 202,185	\$ 143,728	\$ 57,650	417	390

(1) We lease facilities and offices under non-cancelable operating lease agreements. In addition, we pay telecommunications carriers and other service providers for telecommunications services and for hosting our servers at their internet data centers under non-cancelable agreements, which are treated as operating leases.

(2) We are obligated to pay up to US\$1,736 thousand for the acquisition of investments under various arrangements as of December 31, 2017.

(3) In 2016, we entered into two short-term loan agreements. In 2017, we entered into one long-term borrowing for a total of US\$33.0 million and several short-term borrowing for a total of US\$63.0 million. Balances include future principal and interest payments related to those agreements. Actual interest payments may differ.

In December 2016, the Company entered into a short-term loan agreement with East West Bank for \$30,000. In June 2017, the Company amended and extended the maturity date to April 2018. In October 2017, the Company repaid \$10,000 of the loan balance. In January 2018, the Company further refinanced its short-term loan agreement with East West Bank and replaced it with a long-term debt. The long-term debt is repayable on April 3, 2020. Accordingly, the Company has excluded \$20,000 from the short-term debt and has reclassified it to long-term debt as of December 31, 2017.

G. Safe Harbor

See “Forward-Looking Statements” on page 1 of this annual report.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

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

Directors and Executive Officers	Age	Position/Title
Joseph Chen	48	Chairman, Chief Executive Officer
James Jian Liu	45	Director, Chief Operating Officer
Hui Huang	45	Independent Director
David K. Chao	51	Independent Director
Chuanfu Wang	52	Independent Director
Stephen Tappin	51	Independent Director
Tianruo Pu	49	Independent Director
Thomas Jintao Ren	39	Chief Financial Officer
Rita Rui Yi	48	Vice President for HR
He Li	34	Vice President for Renren SNS

Joseph Chen is the founder of our company. Mr. Chen has served as the chairman of our board of directors and chief executive officer of our company since our inception. Mr. Chen is a pioneer of China's internet industry. Before founding our company, Mr. Chen was the co-founder, chairman and chief executive officer of ChinaRen.com, a first-generation SNS in China and one of China's most visited websites in 1999. He served as senior vice president for Sohu.com after ChinaRen.com was acquired by Sohu.com in 2000. Mr. Chen holds a bachelor's degree in physics from the University of Delaware, a master's degree in engineering from the Massachusetts Institute of Technology, and an MBA degree from Stanford University.

James Jian Liu has served as our director since January 2008 and chief operating officer since February 2006. Mr. Liu is also acting as our interim Vice President for Games. Before joining our company, he was the co-founder and chief executive officer of UUMe.com, one of the earliest social networking service websites in China. He served as product management director at Fortinet in its early years and held a senior product manager role at Siebel Systems. Mr. Liu started his career as a management consultant with the Boston Consulting Group in China. Mr. Liu holds a bachelor's degree in computer science from Shanghai Jiao Tong University and an MBA degree from Stanford University, where he was an Arjay Miller Scholar.

Hui Huang has served as our director since January 2015. Ms. Huang served as the chief financial officer of our company from March 2010 to December 2014. From 2007 to February 2010, Ms. Huang was the chief financial officer and director of Cathay Industrial Biotech Ltd. From 2003 to 2007, she was an executive director and Shanghai chief representative of Johnson Electric Capital Limited. From 2000 to 2003, she was an associate of Goldman Sachs (Asia) L.L.C. in its principal investment area and executive office. From 1994 to 1998, she was an associate with the Boston Consulting Group. Ms. Huang received a bachelor's degree in industrial foreign trade from Shanghai Jiaotong University in 1994, and received an MBA degree from the Wharton School of the University of Pennsylvania in 2000.

David K. Chao has served as a director of our company since March 2006. Mr. Chao is a co-founder and general partner of DCM Ventures, an early stage technology venture capital firm that manages over US\$2.5 billion of fund assets. Prior to joining DCM Ventures, Mr. Chao was a co-founder of Japan Communications, Inc., a public company that provides mobile data and voice communications services in Japan. He also worked as a management consultant at McKinsey & Company in San Francisco. Prior to that, Mr. Chao worked in marketing and product management at Apple Computer and was an account executive for Recruit Co., Ltd. Mr. Chao currently serves on the boards of directors of 51job, Inc. and numerous DCM Ventures' portfolio companies. He is a management board director of the Stanford Graduate School of Business Board of Trustees, and also serves on the advisory board of Legend Capital and is a trustee at the Thacher School. Mr. Chao received a bachelor's degree in economics and East Asian studies with high honors from Brown University and an MBA degree from Stanford University.

Chuanfu Wang has served as a director of our company since May 2012. Mr. Wang is the Chairman of the Board and President of BYD Company Limited. He has been BYD's Executive Director since June 2002, in charge of BYD's general operations and overall strategies. Mr. Wang founded Shenzhen BYD Battery Company Limited (now BYD Company Limited) in February 1995. Before that he served as the Deputy Director of the Beijing General Research Institute for Nonferrous Metals from 1990 to 1995. Mr. Wang has received many awards, prizes and recognitions, such as Hong Kong's Bauhinia Cup Outstanding Entrepreneur Award in 2000 and BusinessWeek's "Stars of Asia" in 2003, among others. In addition, Mr. Wang was elected as a representative in the Shenzhen People's Congress in March 2000, a member of the Fourth Shenzhen Municipal People's Congress Standing Committee in May 2005, and a member of the Fifth Shenzhen Municipal People's Congress Standing Committee in 2010. Mr. Wang graduated from the Central South University of Technology (now Central South University) in 1987, majoring in Physical Chemistry of Metallurgy. He received his Master's degree in Physical Chemistry of Metallurgy at Beijing General Research Institute for Nonferrous Metals in 1990.

Stephen Tappin is a CEO coach and the host of CEO Guru on BBC World News. He is also the co-founder, chairman and CEO of Xinfu, a global CEO consultancy business. Prior to that, he was a managing partner at Heidrick and Struggles, a worldwide executive search firm. Mr. Tappin also founded Edengene, an innovation services consultancy. His early corporate career included experience as a senior manager at ICI, the global chemical company, and as a management consultant at KPMG. Mr. Tappin was originally qualified as an accountant and has a joint MBA from Cranfield University and the University of Washington.

Tianruo Pu is currently the CFO of Zhaopin Limited (NYSE: ZPIN) and an independent director and the chairman of the audit committee of Wowo Limited (NASDAQ: JMU) and 3SBio Inc. (HKEX:1530). Mr. Pu has more than twenty years of work experience in finance and accounting in both the United States and China. Before joining Zhaopin, Mr. Pu served as CFO of UTStarcom Holdings Corp., and prior to that, as the CFO of China Nuokang Bio-Pharmaceutical Inc. Mr. Pu received his MBA degree from Northwestern University's Kellogg School of Management in 2000 and his Master of Science degree in accounting from the University of Illinois in 1996.

Thomas Jintao Ren has served as the chief financial officer of our company since September 2015. Prior to rejoining our company, Mr. Ren was the chief financial officer at Chukong Technologies. Mr. Ren was previously at Renren between 2005 and 2013, where he served as our senior finance director. Prior to that, Mr. Ren had worked at KPMG for five years. Mr. Ren holds a bachelor's degree in economics from Renmin University of China. He is a certified public accountant in China and the United States, and a chartered professional accountant in Canada.

Rita Rui Yi has served as vice president in charge of human resources for our company since October 2016. Prior to joining our company, Ms. Yi served as the human resource senior director of RealNetworks in charge of human resource business partner management work, covering both the greater China region and South Asia region. Prior to that, Ms. Yi also gained human resource management experience from ING Capital Life Insurance Company, General Electronic and Northern Telecom. Ms. Yi received a bachelor's degree in tourism economy from Beijing International Studies University and received an MBA degree from McMaster University in Canada in 2001.

He Li has served as vice president of our company since 2014 and is now in charge of Renren SNS. Mr. Li joined our company in 2011 and has since held various positions in research and development. Mr. Li received a bachelor's degree in Computer Science and a master's degree in Software Science Theory from Peking University.

B. Compensation

For the year ended December 31, 2017, we paid an aggregate of approximately US\$1.6 million in cash to our executive officers and non-executive directors. Our subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, housing fund, unemployment and other statutory benefits. In 2017, we accrued in aggregate US\$68 thousand worth of such benefits for our executive officers.

For the year ended December 31, 2017, we granted a total of 259,872 restricted Class A ordinary shares to our executive officers and non-executive directors, and we recorded US\$0.03 million in share-based compensation expense for these grants. For more information, see "Item 6.B. Directors, Senior Management and Employees—Compensation—Equity Incentive Plans."

Equity Incentive Plans

Since February 27, 2006, we have adopted five equity incentive plans for Renren Inc. to motivate, retain and attract the best personnel and promote the success of our business. The five plans adopted by Renren Inc. were the 2006 Equity Incentive Plan, the 2008 Equity Incentive Plan, the 2009 Equity Incentive Plan, the 2011 Share Incentive Plan (as amended) and the 2016 Share Incentive Plan. We refer to these collectively as the Plans. As of February 28, 2018, options to purchase ordinary shares were outstanding under the 2006 Equity Incentive Plan or under the 2008 Equity Incentive Plan, options to purchase 2,322,930 ordinary shares were outstanding under the 2009 Equity Incentive Plan, 1,659,045 restricted share units and options to purchase 97,812,636 ordinary shares were outstanding under the 2011 Share Incentive Plan (as amended), and 8,164,350 restricted share units and options to purchase 39,752,430 ordinary shares were outstanding under the 2016 Share Incentive Plan.

On August 24, 2017, the Company's Compensation Committee approved to reduce the exercise price for all outstanding options previously granted by the Company with an exercise price higher than \$0.478 per ordinary share to \$0.478 per share.

The following table summarizes the outstanding share options granted to certain of our directors, executive officers and other individuals under the Plans as of February 28, 2018.

Name	Number of Ordinary Shares Underlying Outstanding Options ⁽¹⁾	Exercise Price (US\$/Share) ⁽¹⁾	Grant Date	Expiration Date
Joseph Chen	16,800,000	0.478	April 5, 2012	April 4, 2022
	3,150,000	0.478	March 22, 2013	March 21, 2023
	25,946,844	0.478	May 19, 2014	May 18, 2024
	25,946,847	0.478	May 19, 2014	May 18, 2024
	39,752,430	0.478	January 15, 2016	January 14, 2025
James Jian Liu	*	0.478	April 5, 2012	April 4, 2022
	*	0.478	March 22, 2013	March 21, 2023
	*	0.478	May 19, 2014	May 18, 2024
	*	0.478	May 19, 2014	May 18, 2024
Hui Huang	*	0.478	April 5, 2012	April 4, 2022
	*	0.478	March 22, 2013	March 21, 2023
David K. Chao	*	0.478	April 5, 2012	April 4, 2022
	*	0.478	March 22, 2013	March 21, 2023
Chuanfu Wang	*	0.478	June 14, 2012	June 13, 2022
	*	0.478	March 22, 2013	March 21, 2023
He Li	*	0.478	April 18, 2011	April 17, 2021
	*	0.478	December 28, 2011	December 27, 2021
	*	0.478	December 28, 2012	December 27, 2022
	*	0.478	May 17, 2013	May 16, 2023
Other individuals as a group	2,006,875	(2)	(2)	(3)

* The aggregate beneficial ownership of our company held by the named grantee is less than 1% of our total outstanding shares.

(1) The number of share options granted and exercise prices in this table, including footnote 2, gives effect to the ten-for-one share split that became effective on March 25, 2011.

On December 28, 2012, we modified the exercise price of the outstanding share options previously granted that had exercise prices of US\$4.00 per ADS or higher, reducing them uniformly to US\$3.30 per ADS (US\$1.10 per ordinary share), which was the closing price of our ADS on the modification date. (These per ADS numbers have not been adjusted to give retroactive effect to the change in the number of ordinary shares represented by each ADS from three to fifteen that became effective on February 6, 2017.) Options exercisable for a total of 27,480,309 ordinary shares were modified. The total incremental cost as a result of the modification was US\$4.3 million, of which US\$0.9 million, US\$1.1 million, US\$1.1 million and US\$0.9 million was recognized as share-based compensation expense in 2012, 2013, 2014 and 2015 respectively, and the remaining balance will be amortized over the expected requisite service period.

On December 29, 2014, we modified the exercise price of the outstanding share options previously granted that had exercise price higher than US\$0.873 per ordinary share, reducing them uniformly to US\$0.873 per share, which was the average closing price during the period from December 8, 2014 through December 19, 2014, when the repricing was being discussed. Options exercisable for a total of 107,197,908 ordinary shares were modified. The total incremental cost as a result of the modification was US\$6.4 million, of which US\$5.2 million was recognized as share-based compensation expense in 2014 and 2015 and the remaining balance will be amortized over the expected requisite service period.

On December 23, 2015, we waived the award condition with respect to the options granted on May 19, 2014, Options exercisable for a total of 34,796,844 ordinary shares were modified. The total incremental cost as a result of the modification was US\$10.9 million, of which US\$4.4 million was recognized as share-based compensation expense in 2015 and the remaining balance will be amortized over the expected requisite service period.

On August 24, 2017, we modified the exercise price of the outstanding share options previously granted that had exercise price higher than US\$0.478 per ordinary share, reducing them uniformly to US\$0.478 per share. The total incremental cost as a result of the modification was US\$10.4 million, of which US\$7.4 million was recognized as share-based compensation expense in 2017 and the remaining will be amortized over the expected requisite service period.

(2) We granted share options to other individuals on the following dates and at the following exercise prices: (i) on March 2, 2006, 1,079,400 options with an exercise price of US\$0.001 per share; (ii) on March 2, 2006, 10,204,000 options and on October 9, 2007, 800,000 options, each with an exercise price of US\$0.08 per share; (iii) on March 2, 2006, 4,568,670 options and on October 21, 2010, 179,450 options, each with an exercise price of US\$0.10 per share; (iv) on March 2, 2006, 18,046,960 options, on October 9, 2007, 22,142,000 options, on January 31, 2008, 14,809,500 options, on October 15, 2009, 18,644,000 options, on March 10, 2010, 300,000 options, on June 1, 2010, 490,000 options and on October 21, 2010, 11,180 options, each with an exercise price of US\$0.18 per share; (v) on March 2, 2006, 1,243,880 options with an exercise price of US\$0.20 per share; (vi) on October 9, 2007, 100,000 options with an exercise price of US\$0.26 per share; (vii) on October 9, 2007, 300,000 options with an exercise price of US\$0.28 per share; (viii) on October 9, 2007, 100,000 options with an exercise price of US\$0.30 per share; (ix) on October 9, 2007, 925,000 options with an exercise price of US\$0.35 per share; (x) on October 9, 2007, 220,000 options with an exercise price of US\$0.38 per share; (xi) on January 4, 2011, 12,068,500 options, on April 18, 2011, 3,296,500 options, on September 23, 2011, 519,000 options, on December 28, 2011, 1,621,107 options, on April 5, 2012, 1,881,500 options, on April 30, 2012, 300,000 options, on December 28, 2012, 3,167,400 options, on March 22, 2013, 4,587,000 options, on May 17, 2013, 2,862,000 options, on August 30, 2013, 450,000 options, on December 2, 2013, 2,707,500 options, each with an exercise price of US\$0.478 per share. As of February 28, 2018, 118,567,172 options had been forfeited, cancelled or exercised.

(3) Each option will expire after ten years from the grant date or such shorter period as the board of directors may determine at the time of its grant.

The following table summarizes the outstanding restricted share units granted to our executive officers and certain other individuals as of February 28, 2018 under the Plans adopted by Renren Inc.

Name	Number of Ordinary Shares Underlying Restricted Share Units Outstanding	Grant Date
Joseph Chen	9,029,637	January 15, 2016
Hui Huang	*	May 19, 2014
Hui Huang	*	January 1, 2015
David K. Chao	*	May 19, 2014
David K. Chao	*	April 15, 2015
Chuanfu Wang	*	May 19, 2014
Chuanfu Wang	*	April 15, 2015
Thomas Ren	*	September 30, 2015
Thomas Ren	*	February 1, 2016
Stephen Tappin	*	December 5, 2016
Tianruo Pu	*	December 5, 2016
Rita Yi	*	January 3, 2017
He Li	*	May 19, 2014
He Li	*	October 17, 2014
He Li	*	April 15, 2015
He Li	*	February 1, 2016
Certain individuals as a group	61,485	May 19, 2014
Certain individuals as a group	35,520	October 17, 2014
Certain individuals as a group	484,320	May 15, 2015
Certain individuals as a group	3,060	June 15, 2015
Certain individuals as a group	11,895	September 30, 2015
Certain individuals as a group	20,040	November 1, 2015
Certain individuals as a group	814,995	February 1, 2016
Certain individuals as a group	257,520	June 15, 2016
Certain individuals as a group	268,110	March 22, 2017
Certain individuals as a group	432,303	September 1, 2017
Certain individuals as a group	114,933	December 8, 2017
Certain individuals as a group	31,470	January 16, 2018

* The aggregate beneficial ownership of our company held by the named grantee is less than 1% of our total outstanding shares.

On January 31, 2018, we adopted a Kaixin Auto Group 2018 Equity Incentive Plan for Kaixin Auto Group, whereby 40,000,000 ordinary shares of Kaixin Auto Group had been made available for granting or awarding to the employees and consultants of the company, either as incentive share options or as restricted shares. As of March 31, 2018, 35,461,500 shares have been granted or awarded to any of the employees and consultants of the Company under this plan.

Principal Terms of 2006, 2008 and 2009 Equity Incentive Plans adopted by Renren Inc.

The principal terms of the 2006 Equity Incentive Plan, the 2008 Equity Incentive Plan and the 2009 Equity Incentive Plan are substantially the same. The following paragraphs summarize the principal terms of these three plans and, unless otherwise specified below, the following summary applies to each of these plans.

Types of Awards and Exercise Prices. Three types of awards may be granted under the plans.

- *Incentive share options.* Incentive share options are share options which satisfy the requirements of Section 422 of the Internal Revenue Code of 1986. The exercise price of an incentive share option must be at least equal to the fair market value of the shares on the date of grant. If an employee, officer or director owns or is deemed to own more than 10% of the combined voting power of all classes of shares and an incentive share option is granted to such person, the exercise price for such incentive share option shall be at least 110% of the fair market value of the shares on the date of grant.
- *Nonqualified share options.* Nonqualified share options are share options which do not satisfy the requirements of Section 422 of the Internal Revenue Code of 1986. The exercise price of a nonqualified share option may be less than, equal to or greater than the fair market value of the shares on the date of grant.
- *Restricted share options.* Restricted share options are options to purchase ordinary shares which are subject to certain restrictions or limitations set forth in the plans or in the related award agreement, and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us during a restricted period. The exercise price of restricted share options may be determined by the plan administrator in the award agreement.

Plan Administration. The plan administrator is our board of directors or a committee of two or more members of our board. The plan administrator designates the eligible recipients and determines the award type, award period, grant date, performance requirements and such other provisions and terms not inconsistent with the plans in each award agreement.

Award Agreement. Incentive share options, nonqualified share options or restricted share options granted under the plans are evidenced by an award agreement that sets forth the terms, provisions, limitations and performance requirements for each grant.

Eligibility. At the discretion of the board of directors, we may grant awards to employees, officers, directors, outside directors or consultants of our company.

Transfer Restriction. Subject to certain exceptions, awards for incentive share options, nonqualified share options and restricted share options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered by the award holders.

Term of Awards. Unless otherwise provided in the award agreement by the plan administrator, each option shall expire after ten years from the grant date. If an employee, officer or director owns or is deemed to own more than 10% of the combined voting power of all classes of shares and an incentive share option is granted to such person, such incentive share option shall expire after five years from the grant date.

Vesting Schedule. The plan administrator may determine the vesting schedule and may provide additional vesting conditions in the award agreement to each recipient.

Amendment and Termination. The 2006 Equity Incentive Plan and the 2008 Equity Incentive Plan were terminated on September 15, 2013. Unless earlier terminated by the board or directors, the 2009 Equity Incentive Plan will terminate on December 31, 2019. In each case, grants made before the termination date will continue to be effective in accordance with their terms and conditions. Our board of directors may at any time by resolutions amend the 2009 Equity Incentive Plan, subject to certain exceptions.

Principal Terms of the 2011 and 2016 Share Incentive Plan adopted by Renren Inc.

The principal terms of the 2011 Share Incentive Plan (as amended) and the 2016 Share Incentive Plan are substantially the same. The following paragraphs summarize the principal terms of these two plans and, unless otherwise specified below, the following summary applies to each of these plans.

Types of Awards and Exercise Prices. The plans permit the grant of options to purchase our Class A ordinary shares, restricted shares and restricted share units as deemed appropriate by the plan administrator.

- *Options.* Options provide for the right to purchase a specified number of our Class A ordinary shares at a specified price and usually will become exercisable in the discretion of the plan administrator in one or more installments after the grant date. Options include incentive share options, which are share options which satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, and non-qualified share options, which do not satisfy these requirements. The exercise price of an option shall be determined by the plan administrator and set forth in the award agreement.
- *Restricted Shares.* A restricted share award is the grant of our Class A ordinary shares which are subject to certain restrictions or limitations set forth in the plan or in the related award agreement. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us during a restricted period. The exercise price of restricted share options may be determined by the plan administrator in the award agreement.
- *Restricted Share Units.* Restricted share units represent the right to receive our Class A ordinary shares at a specified date in the future. On the maturity date specified by the plan administrator, we will transfer to the participant one unrestricted, fully transferable share for each restricted share unit.

Plan Administration. The plans will be administered by the board of directors or the compensation committee of the board, or a committee of one or more directors to whom the board or the compensation committee shall delegate the authority to grant or amend awards to participants other than senior executives. As to the 2011 Share Incentive Plan (as amended), the plan administrator shall consist of at least two individuals, each of whom qualifies as an independent director. With respect to the awards granted to independent directors, the plan administrator shall be the board of directors. The plan administrator will determine the terms and conditions of each award grant.

Awards and Award Agreement. Awards granted under the plans are evidenced by award agreements that set forth the terms, conditions and limitations for each award, which may include the term of an award, the provisions applicable in the event the participant's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an award.

Eligibility. We may grant awards to our employees, directors and consultants, as determined by our plan administrator.

Term of the Awards. The term of each award grant shall be determined by our plan administrator, provided that the term shall not exceed ten years from the date of the grant.

Vesting Schedule. In general, the plan administrator determines, or the award agreement specifies, the vesting schedule.

Transfer Restrictions. Except as otherwise provided by our plan administrator, an award may not be transferred or otherwise disposed of by a participant other than by will or the laws of descent and distribution. Our plan administrator by express provision in the award or an amendment may permit an award (other than an incentive share option) to be transferred to or exercised by certain persons related to the participant.

Amendment and Termination of the Plan. With the approval of our board, our plan administrator may at any time amend, modify or terminate the plan, subject to certain exceptions. Unless earlier terminated by the board of directors, the 2011 Share Incentive Plan (as amended) will expire on April 14, 2021 and the 2016 Share Incentive Plan will expire on January 15, 2026.

C. Board Practices

Composition of Board of Directors

Our board of directors currently consists of seven directors. A director is not required to hold any shares in the company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with our company must declare the nature of his interest at a meeting of the directors. Subject to the NYSE rules and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract or transaction or proposed contract or transaction 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 the relevant board meeting at which such contract or transaction or proposed contract or transaction is considered. A director may exercise all the powers of the company to borrow money, mortgage its undertaking, property and uncalled capital, and issue debentures or other securities whenever money is borrowed or as security for any obligation of the company or of any third party. None of our non-executive directors and independent director appointees has a service contract with us that provides for benefits upon termination of employment. As long as SB Pan Pacific Corporation and its affiliates continue to collectively hold over 50% of the number of our shares held by them as of May 9, 2011, they have the right to appoint one director to serve on our board of directors. Our board of directors currently does not contain a member appointed by SB Pan Pacific Corporation.

Code of Business Conduct and Ethics

Our code of business conduct and ethics provides that our directors and officers are expected to avoid any action, position or interest that conflicts with the interests of our company or gives the appearance of a conflict. Directors and officers have an obligation under our code of business conduct and ethics to advance our company's interests when the opportunity to do so arises.

Duties of Directors

Cayman Islands law does not prescribe by statute the specific duties of directors of Cayman Islands companies and therefore the duties of directors are dictated by common law. Our directors have certain duties of care, diligence and skill as well as a fiduciary duty to act honestly and in good faith in the best interests of our company. Our directors must exercise the skills they actually possess. Our directors must exercise reasonable care and diligence that a reasonably prudent person would exercise in comparable circumstances but will not be liable for errors of judgment and therefore they may rely upon opinions and advice of outsiders but must still exercise their business judgment based upon such advice. It was previously considered that a director needs not to exhibit in the performance of his or her duties a greater degree of skills than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skills and care and these authorities are likely to be followed in the Cayman Islands. The fiduciary relationship of our directors is with our company and our directors therefore do not usually owe a fiduciary duty to an individual shareholder, and instead, they owe a fiduciary duty to our shareholders as a whole. In addition, our directors have a duty to act in good faith, which means they must act bona fide in the interests of our company. Our directors must also use their powers for a proper purpose. If our directors take actions which are within their powers but for purposes other than those for which such powers were conferred, they may be personally liable. Our directors are also required not to put themselves into a position where there is a conflict, actual or potential, between their personal interests and their duties to our company or between their duty to our company and a duty owed to another person. Finally, our directors cannot validly contract, either with one another or with third parties, as to how they shall vote at future meetings of directors. In fulfilling their duty of care to us, our directors must ensure compliance with our amended and restated memorandum and articles of association. We have the right to seek damages if a duty owed by our directors is breached.

Terms of Directors and Executive Officers

Our officers are elected by and serve at the discretion of the board of directors. Our directors are not subject to a set term of office and hold office until the next general meeting called for the election of directors and until their successor is duly elected or such time as they die, resign or are removed from office by special resolution or the unanimous written resolution of all shareholders. A director will cease to be a director automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found by our company to be or becomes of unsound mind; (iii) resigns his office by notice in writing to our company; or (iv) is removed from office pursuant to any other provision of our memorandum and articles of association.

Committees of the Board of Directors

We have established three regular committees and one special committee under the board of directors. The three regular committees are the audit committee, the compensation committee, and the corporate governance and nominating committee. We have adopted a charter for each of the regular committees. Each committee's members and functions are as follows.

Audit Committee. Our audit committee consists of Messrs. David Chao, Stephen Tappin and Tianruo Pu. Mr. Chao is the chairman of our audit committee and our board of directors has determined that Mr. Chao is an audit committee financial expert. Mr. Chao, Mr. Tappin and Mr. Pu satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE and Rule 10A-3 under the Exchange Act. 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-approving 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 any proposed related party transaction, as defined in Item 404 of Regulation S-K under the Securities Act, involving over US\$120,000 in a single transaction or a series of related transactions;
- 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 control and any special audit steps adopted in light of material control deficiencies; and
- meeting separately and periodically with management and the independent registered public accounting firm.

In 2017, our audit committee held meetings or passed resolutions by unanimous written consent four times.

Compensation Committee. Our compensation committee consists of Messrs. Stephen Tappin and David Chao. Mr. Tappin is the chairman of our compensation committee. Mr. Tappin and Mr. Chao satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer is prohibited from attending any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving the total compensation package for our chief executive officer;
- reviewing and recommending to the board the compensation of our directors; and
- reviewing periodically and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

In 2017, our compensation committee held meetings or passed resolutions by unanimous written consent once.

Corporate Governance and Nominating Committee. Our corporate governance and nominating committee consists of Messrs. David Chao and Chuanfu Wang, and is chaired by Mr. Chao. Mr. Chao and Mr. Chuanfu Wang satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the NYSE. The corporate governance and nominating committee assists the board of directors in identifying individuals qualified to become our directors and in determining the composition of the board and its committees. The corporate governance and nominating committee is responsible for, among other things:

- identifying and recommending to the board nominees for election or re-election to the board, or for appointment to fill any vacancy;
- reviewing annually with the board the composition of the board in light of the characteristics of independence, age, skills, experience and availability of service to us;
- identifying and recommending to the board the directors to serve as members of the board’s committees;
- advising the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any corrective action to be taken; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

In 2017, our corporate governance and nominating committee held meetings or passed resolutions by unanimous written consent one time.

Special Committee. The special committee consists of Mr. Tianruo Pu, Mr. Stephen Tappin and Ms. Hui Huang. Mr. Pu is the chairman of the special committee. The special committee was formed on December 20, 2016, to review the terms of the proposed spin-off that was originally announced on September 30, 2016. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.” All three members of the special committee are disinterested. The board of directors has delegated the power and authority of the board to the special committee in relation to the proposed spin-off and the related proposal that we received on December 22, 2016, including the power to retain legal counsel, financial advisors, outside consultants or other advisors, to investigate the proposed spin-off and the related proposal that we received on December 22, 2016, to evaluate the terms of the proposed spin-off and the related proposal and any other proposal that might be received in connection with the proposed spin-off, to explore, consider, review and solicit any alternative transactions that it deems appropriate, to negotiate the terms of the proposed spin-off and any alternative transaction, and to decide whether we should engage in the spin-off or in any alternative transaction and on what terms.

In 2017, our special committee held meetings or passed resolutions by unanimous written consent 27 times.

Employment Agreements

We have entered into employment agreements with each of our executive officers. We may terminate an executive officer’s employment for cause, at any time, without notice or remuneration, for certain acts of the officer, including, but not limited to, a conviction or plea of guilty to a felony, willful misconduct to our detriment or a failure to perform agreed duties. We may also terminate an executive officer’s employment without cause by a one-month prior written notice. An executive officer may terminate his or her employment with us by a one-month prior written notice for certain reasons, in which case the executive officer is entitled to the same severance benefits as in the situation of termination by us without cause.

Our executive officers have also agreed not to engage in any activities that compete with us, or to directly or indirect solicit the services of our employees, for a period of one year after termination of employment. Each executive officer has agreed to hold in strict confidence any confidential information or trade secrets of our company. Each executive officer also agrees to comply with all material applicable laws and regulations related to his or her responsibilities at our company as well as all material corporate and business policies and procedures of our company.

D. Employees

We had 1,078, 988 and 1,368 full-time employees as of December 31, 2015, 2016 and 2017, respectively. The following table sets forth the number of our employees by function as of December 31, 2017:

Functional Area	Number of Employees	% of Total
Management and administration	251	18
Sales and marketing	659	47
Operations	77	6
Research & development	381	29
Total	1,368	100

As of December 31, 2017, we had 876 employees located in Beijing and 492 employees located in other cities in China.

Our ZenZone business, which we are planning to dispose of, employed 45 of our 1,368 employees as of December 31, 2017. See “Item 4. Information on the Company—A. History and Development of the Company—The Transaction.”

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares (including Class A ordinary shares represented by our ADSs), as of February 28, 2018, by:

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

The calculations in the table below are based on 1,034,254,008 ordinary shares outstanding as of February 28, 2018, including 728,865,558 Class A ordinary shares and 305,388,450 Class B ordinary shares. Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our ordinary shares. In computing the number of ordinary shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned		
	Number	% (1)	% of Voting Power (2)
Directors and Executive Officers:			
Joseph Chen (3)	359,314,396	32.1	48.9
James Jian Liu (4)	55,145,415	5.2	1.4
Hui Huang (5)	*	*	*
David K. Chao (6)	90,737,075	8.8	2.4
Chuanfu Wang (7)	*	*	*
Stephen Tappin (8)	*	*	*
Tianruo Pu (9)	*	*	*
Thomas Jintao Ren (10)	*	*	*
Rita Yi (10)	*	*	*
He Li (10)	*	*	*
All directors and executive officers as a group (11)	513,871,712	44.7	52.5
Principal Shareholders:			
SB Pan Pacific Corporation and affiliate (12)	405,388,451	39.2	42.9
Joseph Chen (3)	359,314,396	32.1	48.9
DCM and affiliates (13)	87,929,865	8.5	2.3

* Less than 1% of our total outstanding ordinary shares.

- (1) For each person and group included in this column, percentage ownership is calculated by dividing the number of ordinary shares beneficially owned by such person or group by the sum of the number of ordinary shares outstanding and the number of ordinary shares such person or group has the right to acquire upon exercise of the share options or warrants within 60 days of February 28, 2018.
- (2) For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power with respect to all of our Class A and Class B ordinary shares as a single class. Each holder of our Class B ordinary shares is entitled to ten votes per share and each holder of Class A ordinary shares is entitled to one vote per share held by our shareholders on all matters submitted to them for a vote. Subject to certain exceptions, our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders. Our Class B ordinary shares are convertible at any time by the holder into Class A ordinary shares on a one-for-one basis.

- (3) Represents (i) 170,258,970 Class B ordinary shares held by Mr. Joseph Chen, (ii) 103,386,106 Class A ordinary shares held by Mr. Joseph Chen, among which 99,999,990 Class A ordinary shares are represented by 6,666,666 American depositary shares, and (iii) 85,669,320 Class A ordinary shares issuable upon exercise of options held by Mr. Chen that are exercisable within 60 days after February 28, 2018. See the two paragraphs following this table for more information on Class A and Class B ordinary shares. The business address of Mr. Chen is 5/F, North Wing, 18 Jiuxianqiao Middle Road, Chaoyang District, Beijing, 100016, People's Republic of China.
- (4) Represents (i) 31,365,105 Class A ordinary shares held by Mr. James Jian Liu and (ii) 23,780,310 Class A ordinary shares issuable upon exercise of options held by Mr. Liu that are exercisable within 60 days after February 28, 2018. The business address of Mr. Liu is 5/F, North Wing, 18 Jiuxianqiao Middle Road, Chao Yang District, Beijing, 100016, People's Republic of China.
- (5) The business address of Ms. Huang is 5/F, North Wing, 18 Jiuxianqiao Middle Road, Beijing, 100016, People's Republic of China.
- (6) Represents (i) 2,203,610 Class A ordinary shares held by Mr. David Chao, (ii) 510,000 Class A ordinary shares issuable upon exercise of options held by Mr. Chao that are exercisable within 60 days after February 28, 2018 and (iii) 87,929,865 Class A ordinary shares held by DCM and affiliates. DCM Investment Management III, LLC is the general partner of DCM. Mr. David Chao and Mr. Peter W. Moran are the managing members of DCM Investment Management III, LLC. See note 13, below, for more information on the shares held by DCM and affiliates. The business address of Mr. Chao is 2420 Sand Hill Road, Suite 200, Menlo Park, CA 94025.
- (7) The business address of Mr. Wang is No. 3009, BYD Road, Pingshan, Shenzhen, 518118, People's Republic of China.
- (8) The business address of Mr. Tappin is Business Clubs Ltd, 2nd Floor, 1-2 Alfred Place, London, WC1E 7EB.
- (9) The business address of Mr. Pu is 5/F, North Wing, 18 Jiuxianqiao Middle Road, Beijing, 100016, People's Republic of China.
- (10) The business address of Mr. Ren is 5/F, North Wing, 18 Jiuxianqiao Middle Road, Beijing, 100016, People's Republic of China.
- (11) Certain directors and executive officers have been granted options pursuant to our 2006, 2008 and 2009 Equity Incentive Plans and our 2011 and 2016 Share Incentive Plan. See "Item 6.B—Directors, Senior Management and Employees—Compensation—Equity Incentive Plans."
- (12) The number of ordinary shares beneficially owned is as of December 31, 2011, as reported in a Schedule 13G filed by SB Pan Pacific Corporation and SoftBank Corp. on February 14, 2012, and consists of 270,258,971 Class A ordinary shares and 135,129,480 Class B ordinary shares held by SB Pan Pacific Corporation. See the two paragraphs following this table for more information on Class A and Class B ordinary shares. SB Pan Pacific Corporation is a corporation established under the laws of the Federated States of Micronesia, and is a wholly owned subsidiary of SoftBank Corp. SoftBank Corp. is a corporation established under the laws of Japan, and is a public company listed on the Tokyo Stock Exchange. On January 31, 2011, SoftBank Corp. transferred 2,582,200 series C preferred shares and 402,870,510 series D preferred shares to SB Pan Pacific Corporation, and, immediately prior to the completion of our initial public offering in May 2011, 135,129,480 of these series D preferred shares were converted into Class B ordinary shares on a one-to-one basis and the rest of the preferred shares held by SB Pan Pacific Corporation were converted into Class A ordinary shares on a one-to-one basis. The business address for SB Pan Pacific Corporation is P.O. Box 902, Kolonia, Pohnpei, FSM 96941, and the business address for SoftBank Corp. is 1-9-1 Higashi-Shimbashi, Minato-ku, Tokyo 105-7303, Japan.
- (13) The number of ordinary shares beneficially owned is as of December 31, 2015 as reported in a Schedule 13G/A filed by DCM Ventures (as defined below) and affiliates on February 4, 2016, and consists of (i) 81,768,285 Class A ordinary shares which are directly owned by DCM III, L.P., (ii) 2,166,595 Class A ordinary shares which are directly owned by DCM III-A, L.P. and (iii) 3,995,085 Class A ordinary shares which are directly owned by DCM Affiliates Fund III, L.P. We refer to these three entities collectively as "DCM." DCM Investment Management III, LLC is the general partner of each of these three entities and may be deemed to have sole power to vote and dispose of the Class A ordinary shares held by them. In addition, Mr. David Chao and Mr. Peter W. Moran, the managing members of DCM Investment Management III, LLC, may be deemed to have shared power to vote and dispose of those Class A ordinary shares. As set forth in note 6 above, Mr. Chao also owns 1,958,000 Class A ordinary shares. The business address of DCM Ventures is 2420 Sand Hill Road, Suite 200 Menlo Park, CA 94025.

Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to ten votes per share. We issued Class A ordinary shares represented by our ADSs in our initial public offering in May 2011. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any transfer of Class B ordinary shares by a holder thereof to any person or entity which is not an affiliate of such holder, such Class B ordinary shares shall be automatically and immediately converted into the equal number of Class A ordinary shares. See "Item 10.B—Additional Information—Memorandum and Articles of Association—Ordinary Shares" for a more detailed description of our Class A ordinary shares and Class B ordinary shares.

To our knowledge, as of February 28, 2018, a total of 461,238,667 Class A ordinary shares were held by 31 record holders in the United States, including Citibank, N.A., the depository of our ADS program, and 170,258,970 Class B ordinary shares were held by one record holder in the United States. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company other than the non-binding going-private proposal that we received on June 10, 2015. See "Item 4. Information on the Company—A. History and Development of the Company—The Transaction." To our knowledge, we are not owned or controlled, directly or indirectly, by another corporation, by any foreign government or by any other natural or legal persons, severally or jointly.

For the options granted to our directors, officers and employees, please refer to “Item 6.B—Directors, Senior Management and Employees—Compensation—Equity Incentive Plans.”

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

Please refer to “Item 6.E. Share Ownership.”

B. Related Party Transactions

Contractual Arrangements with Our Consolidated Affiliated Entities

Please refer to “Item 4.C—Information on the Company—Organizational Structure—Contractual Arrangements with Our Consolidated Affiliated Entities.”

Related Party Transactions with Oak Pacific Holdings and Its Affiliates

The three largest shareholders of Oak Pacific Holdings are Mr. Joseph Chen, our founder, chairman and chief executive officer; James Jian Liu, our director and chief operating officer; and David Chao, our director. Collectively they hold approximately 98.5% of Oak Pacific Holdings. Summarized below are certain transactions our company has had with affiliates of Oak Pacific Holdings in 2015, 2016 and 2017.

Gummy Inc.

During 2012, we performed certain payment collection services to Gummy Inc., a subsidiary of Oak Pacific Holdings. Gummy Inc. owed our company approximately US\$19,000, nil and nil for payment collection services as of December 31, 2015, 2016 and 2017, respectively, which amount was unsecured, non-interest bearing and payable on demand.

Beijing Qianxiang Hulian Technology Development Co., Ltd.

We performed certain back office services for Beijing Qianxiang Hulian Technology Development Co., Ltd., which is a subsidiary of Oak Pacific Holdings. These services included provisions of human resources and accounting services and amounted to US\$0.04 million, nil and nil million in 2015, 2016 and 2017, respectively.

Related Party Transactions with Our Major Shareholder

Beautiful Bay Co., Ltd.

In 2015, we provided a loan of US\$4.8 million to Beautiful Bay Co. Ltd., an entity of which the wife of our chairman and chief executive officer, Joseph Chen, is a majority shareholder. The loan has been repaid as of December 31, 2015.

Beautiful Legend Co., Ltd.

In 2015, we acquired a 7.5% equity interest in Beautiful Legend Co., Ltd., an entity of which the wife of our chairman and chief executive officer, Joseph Chen, is a majority shareholder. We accounted for the investment as a cost method investment and the carrying amount was US\$4.6 million as of December 31, 2015.

In January 2017, we acquired 1,150,000 shares for a total consideration of US\$2.9 million, representing a 5% equity interest, in Shanghai Xingmi Network Technology Joint Stock Limited Company from Beautiful Legend Co., Ltd.

In January 2017, we acquired a 5% equity interest in Beijing Caiqiu Century Technology Co., Ltd. from Beautiful Legend Co., Ltd., for a total consideration of US\$1.5 million.

Related Party Transactions with Our Long Term Investments

Mapbar Technology Limited

In October 2011, we acquired a 35% equity interest in Mapbar Technology Limited, or Mapbar, and accounted for the investment using equity method as we are able to exercise significant influence over Mapbar. Mapbar performed approximately US\$110,000, nil and nil of location-based services for our company in 2015, 2016 and 2017 respectively. In March 2017, we sold all the equity interests in Mapbar for a total consideration of US\$37.3 million, of which US\$32.7 million was received as of December 31, 2017 and the remainder was received during January 2018.

Qingting

In October 2013, we sold 60% of the equity interest in Qingting to an individual and deconsolidated Qingting as we no longer held a controlling interest. Qingting provided internet services of approximately US\$0.1 million and US\$0.2 million to us in 2013 and 2014. As of December 31, 2014, we owed Qingting nil for these services. During 2014, we provided a loan of US\$0.2 million to Qingting. The loan was fully repaid in 2015.

Japan Macro Opportunities Offshore Partners, LP

In November 2011, February 2013 and January 2014, we invested US\$20.0 million, US\$20.0 million and US\$40.0 million, respectively in Japan Macro Opportunities Offshore Partners, LP, a Cayman Islands exempted limited partnership. The investment was accounted for using equity method accounting. We received capital distributions of US\$84.0 million and US\$69.1 million in the years ended December 31, 2014 and 2015, respectively, and we disposed of the investment on August 24, 2015.

Social Finance Inc.

In July 2012, we purchased US\$10.0 million Series 2012-A Senior Secured Refi Loan Notes issued by SoFi Lending Corp., a subsidiary of Social Finance Inc. Oak Pacific Holdings is a shareholder of Social Finance Inc. and our chairman and chief executive officer, Joseph Chen, is a director of Social Finance Inc. The note has a maturity date of July 3, 2032 and a fixed annual interest rate of 4% with no redemption feature. We received monthly payments, including return of principal of US\$984,000 and US\$5,879,000 in 2015 and 2016, respectively, and earned interest of US\$181,000 and US\$166,000 from SoFi Lending Corp. for the years ended December 31, 2015 and 2016, respectively. In December 2016, SoFi Lending Corp. elected to repay the SoFi loan notes in advance, and we therefore received all the remaining principal and earned interest in cash.

In September 2012, we invested US\$49.0 million in newly issued series B preferred shares of Social Finance Inc., concurrently with a group of other investors.

In January 2014, we invested US\$20.8 million in newly issued series D preferred shares of Social Finance Inc., concurrently with a group of other investors.

In January 2015, we invested US\$22.3 million in newly issued series E preferred shares of Social Finance Inc., concurrently with a group of other investors.

In October 2015, we invested US\$150 million in newly issued series F preferred shares of Social Finance Inc., concurrently with a group of other investors.

In April 2017, we sold 5,719,986 preferred shares of SoFi for total net proceeds of US\$91.9 million.

Golden Axe Inc.

In December 2015, we acquired a 2% equity interest in Golden Axe Inc. and accounted for the investment using equity method as we are able to exercise significant influence over Golden Axe Inc. In 2015, we provided a loan of US\$11.2 million to Golden Axe Inc. and recorded US\$0.2 million interest. As of December 31, 2015, Golden Axe Inc. owed us US\$16.0 million for the loan. Of this amount, US\$10.8 million was repaid to us in 2016 and the remainder was converted into equity.

268V Limited

In January 2015, we acquired a 20.00% equity interest in 268V Limited and accounted for it as an available-for-sale investment. In 2015, 2016 and 2017, we purchased about US\$42,000, US\$238,000 and US\$333,000 of used automobile services from 268V Limited, respectively. As of December 31, 2017, our company owed 268V Limited US\$40,000 for these services, which amount was unsecured, non-interest bearing and payable on demand. In 2016, we provided a loan of US\$3 million to 268V Limited. This loan is still outstanding.

Eall Technology Limited

In October 2014, we acquired a 20.4% equity interest in Eall Technology Limited and accounted for it as an available-for-sale investment. In May 2016, we provided a loan of RMB 70 million (US\$11 million) to Tianjin Yi Chuang Xin He Information Technology Co., Ltd., a subsidiary of Eall Technology Limited. In May 2016, Eall Technology Limited provided a loan of US\$10.7 million to us. Both of these loans are still outstanding.

Eunke Technology Ltd.

In March 2015, we acquired a 19.29% equity interest in Eunke Technology Ltd. and accounted for it as a cost method investment. In August 2016, we provided a loan of US\$871,000 to Loji Logistics Ltd., a subsidiary of Eunke Technology Ltd, and recorded US\$12,000 in interest. In 2017, we provided a loan of US\$8,452,000 to Loji Logistics Ltd., and recorded US\$139,000 in interest. As of December 31, 2017, Loji Logistics Ltd. owed us nil for the loan and the deposit paid by Loji Logistics Ltd. was US\$154,000.

KoolRay Vision Inc.

In January and July 2017, we provided a loan of RMB 10 million (US\$1.5 million) and RMB 2 million (US\$0.3 million) to Kuwei Optics Technology (Shanghai) Co., Ltd., a subsidiary of KoolRay Vision Inc., in which we own a 39.06% equity interest.

The transactions described above were approved by the independent, disinterested members of our board and the audit committee of the board in all cases where the counterparty was a related party at the time of the transaction or had been prior to the time of the transaction.

Employment Agreement

Please refer to “Item 6.C—Directors, Senior Management and Employees Board Practices—Employment Agreements.”

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

See “Item 18. Financial Statements.”

Legal Proceedings

From time to time, we have become and may in the future become a party to various legal or administrative proceedings arising in the ordinary course of our business, including actions with respect to intellectual property claims, breach of contract claims, labor and employment claims and other matters. Internet media companies are frequently involved in litigation based on allegations of infringement or other violations of intellectual property rights and other allegations based on the content available on their website or services they provide. See “Item 3.D—Risk Factors—Risks Related to Our Business and Industry—We have been and may continue to be subject to intellectual property infringement claims or other allegations by third parties for services we provide or for information or content displayed on, retrieved from or linked to our website or distributed to our users, which may materially and adversely affect our business, financial condition and prospects.” Although such proceedings are inherently uncertain and their results cannot be predicted with certainty, we believe that the resolution of our current pending matters will not have a material adverse effect on our business, consolidated financial position, results of operations or cash flow. Regardless of the outcome, however, any litigation can have an adverse impact on us because of defense costs, diversion of management’s attention and other factors.

Dividend Policy

We have not paid any cash dividends on our ordinary shares in the past. On April 30, 2018, we announced a cash dividend payable to all holders of ordinary shares (including ordinary shares represented by ADSs). However, the payment of this special dividend would represent an exception to our dividend policy rather than a change to it. We do not expect to pay regular dividends in the foreseeable future. Aside from this special dividend, we currently intend to retain most, if not all, of our available funds and any future earnings to fund the development and growth of our business.

As we are a holding company, we rely, in part, on dividends paid to us by our PRC subsidiary for our cash requirements, including funds to pay dividends and other cash distributions to our shareholders, service any debt we may incur and pay our operating expenses. In China, the payment of dividends is subject to limitations. PRC laws and regulations currently permit payment of dividends only out of accumulated profits as determined in accordance with PRC accounting standards and regulations. Under current PRC laws and regulations, our PRC subsidiaries are required to set aside at least 10% of their respective accumulated profits each year, if any, to fund certain reserve funds until such reserve funds reach 50% of their registered capital. At the discretion of our PRC subsidiary, it may allocate a portion of its after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserves may not be distributed as cash dividends. Further, if our PRC subsidiary incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other payments to us. See “Item 3.D—Risk Factors—Risks Related to Our Corporate Structure and the Regulation of Our Business—We may rely on dividends and other distributions on equity paid by our PRC subsidiary to fund any cash and financing requirements we may have. Any limitation on the ability of our PRC subsidiaries to pay dividends to us could have a material adverse effect on our ability to conduct our business.”

Subject to our memorandum and articles of association and certain restrictions under Cayman Islands law, our board of directors has complete discretion on whether to distribute dividends. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. If we pay any dividends, they will be paid in accordance with Cayman Islands law, which provides, in summary, that dividends may be paid out of profits and/or our share premium account provided that in the case of our share premium account, no such distribution or dividend paid to our shareholders will cause us to be unable to pay our debts as they fall due in the ordinary course of our business. In addition, the Companies Law (2018 Revision) of the Cayman Islands prevents us from offering our shares or securities to individuals within the Cayman Islands, which may limit our ability to distribute a dividend comprised of our shares or other securities. 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” in our registration statement on Form F-1 (File No. 333-173548), as amended, initially filed with the SEC on April 15, 2011. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

B. Significant Changes

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

Item 9. The Offer and Listing

A. Offering and Listing Details

See “—C. Markets”

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs, each representing fifteen Class A ordinary shares, have been listed on the NYSE since May 4, 2011 and trade under the symbol “RENN.” The following table provides the high and low trading prices for our ADSs on the NYSE for the periods indicated, as adjusted to give retroactive effect to the change in the number of ordinary shares represented by each ADS from three to fifteen that became effective on February 6, 2017. The last reported closing price for our ADSs on May 11, 2018 was US\$8.78 per ADS.

	Market Price (US\$)	
	High	Low
Annual High and Low		
2013	23.15	12.60
2014	23.95	12.25
2015	22.25	11.75
2016	18.40	7.55
2017	11.98	6.01
Quarterly Highs and Lows		
Second Quarter of 2016	17.80	8.75
Third Quarter of 2016	10.70	7.55
Fourth Quarter of 2016	12.50	7.75
First Quarter of 2017	8.75	7.59
Second Quarter of 2017	7.89	6.01
Third Quarter of 2017	9.21	6.01
Fourth Quarter of 2017	11.98	8.71
First Quarter of 2018	18.70	8.02
Monthly Highs and Lows		
November 2017	11.98	9.01
December 2017	11.14	9.37
January 2018	18.70	9.85
February 2018	10.30	8.02
March 2018	9.74	8.22
April 2018	10.44	8.13
May 2018 (through May 11)	8.95	8.33

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We are a Cayman Islands exempted company and our affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and the Companies Law (2018 Revision) of the Cayman Islands, which is referred to below as the Companies Law, and the common law of the Cayman Islands.

The following are summaries of the material provisions of our amended and restated memorandum and articles of association and the Companies Law insofar as they relate to the material terms of our ordinary shares.

Registered Office and Objects

Our registered office in the Cayman Islands is located at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. As set forth in article 3 of our memorandum of association, the objects for which our company is established are unrestricted and we have full power and authority to carry out any object not prohibited by the Companies Law, as amended from time to time, or any other law of the Cayman Islands.

Board of Directors

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

Ordinary Shares

General. Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares and Class B ordinary shares have the same rights except for voting and conversion rights. 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.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to the Companies Law. The Companies Law provides, in summary, that dividends may be paid out of profits and/or our share premium account provided that no such distribution or dividend paid to our shareholders will, immediately after this payment, cause us to be unable to pay our debts as they fall due in the ordinary course of our business. In addition, the Companies Law prevents us from offering our shares or securities to individuals within the Cayman Islands which may limit our ability to distribute a dividend comprised of our shares or other securities.

Conversion. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. All Class B ordinary shares beneficially owned by a holder and such holder’s affiliates will automatically convert into the same number of Class A ordinary shares if the holder and its affiliates collectively own less than 50% of the total shares held by them immediately upon the completion of our initial public offering in May 2011. In addition, upon any transfer of Class B ordinary shares by a holder to any person or entity which is not over 50% owned by, or is not a direct family member of, the original holder, such Class B ordinary shares shall be automatically and immediately converted into an equal number of Class A ordinary shares. Furthermore, if a holder of the Class B ordinary shares transfers Class B ordinary shares to any entities in which the original holder owns over 50% but less than 100%, the number of Class B ordinary shares equal to the product of (X) the total number of Class B ordinary shares so transferred; and (Y) the difference between 100% and the percentage of ownership held by the original holder in the transferee shall be automatically and immediately converted into an equal number of Class A ordinary share.

Voting Rights. In respect of matters requiring shareholders’ votes, each Class A ordinary share is entitled to one vote and each Class B ordinary share is entitled to ten votes. In addition, the following matters are subject to the approval by the holders representing a majority of the aggregate voting power of our company, the holders of a majority of total outstanding Class A ordinary shares and, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, the approval of SB Pan Pacific Corporation: (i) a change of control event, and (ii) election of director(s) to the board at an annual general meeting. In addition, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, we need to obtain SB Pan Pacific Corporation’s approval for the following matters: (i) issuance of ordinary shares, or of securities convertible into or exercisable for ordinary shares, in the aggregate in excess of 10% of the number of all ordinary shares outstanding immediately prior to the issuance of such shares or securities on an as-converted basis in any 12-month period, (ii) acquisition of major assets or business for consideration exceeding 10% of our company market capitalization; (iii) disposals of our material assets with a value exceeding 5% of our company’s market capitalization; or (iv) any amendment to our amended and restated memorandum and articles of association that specifically adversely affects the rights of SB Pan Pacific Corporation. In addition, for as long as SB Pan Pacific Corporation and its affiliates collectively own no less than 50% of the total shares held by them immediately upon the completion of our initial public offering, SB Pan Pacific Corporation and its affiliates will have the right to collectively appoint one director and the exclusive right to remove such director.

A quorum required for a meeting of shareholders consists of at least one shareholder present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative holding not less than an aggregate of one-third of all voting power of the shares in issue entitled to vote at the general meeting. Shareholders' meetings may be held annually and may be convened by any one of our directors on its own initiative or upon a request to the directors by shareholders holding in aggregate at least one-fifth of the voting power of our share capital. Advance notice of at least seven days is required for the convening of our annual general meeting and other shareholders' meetings.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast in a general meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the ordinary shares. A special resolution is required for important matters such as an amendment to our amended and restated memorandum or articles of association. Holders of the ordinary shares may effect certain changes by ordinary resolution, including increasing the amount of our authorized share capital, consolidating and dividing all or any of our share capital into shares of larger par value than our existing share capital, and canceling any shares.

Transfer of Shares. Subject to the restrictions of our amended and restated memorandum and articles of association, which allows our directors to decline to register a transfer of any share which is not fully paid or on which we have a lien and to decline to recognize an instrument of transfer should it fail to comply with the form prescribed by our board or our transfer agent, 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, and we will take all steps necessary to ensure that the transferee is entered on the register of members in order for the transfer to be effective. We understand that no further approval by any authority in the Cayman Islands will be required in order for the transfer of shares to be effective.

Liquidation. On a liquidation or winding up, distribution or payment shall be made to the holders of ordinary shares. Considerations received by each Class B ordinary share and Class A ordinary share should be the same in any liquidation event. Assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionally.

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 on the specified time are subject to forfeiture.

Redemption of Shares. The provisions of the Companies Law, in summary, provides that provided our amended and restated articles of association permit it, we may issue shares which are to be redeemed or are liable to be redeemed at the option of our directors or a shareholder. In addition, the Companies Law allows us to purchase our own share, including any redeemable shares. Shares to be purchased or redeemed must be fully paid and there must remain at least one shareholder of the company holding shares. Share re-purchases or redemptions may be funded out of profits, capital or share premium, but to the extent funds other than profits are used, it is statutorily required that we be able to pay our debts as they fall due in our ordinary course of business following such a purchase or redemption. Subject to these provisions, our amended and restated articles of association allow us to issue shares on terms that are subject to either re-purchase by us or redemption, at our option or at the option of the holders, on such terms and in such manner as may be determined by special resolution.

Variations of Rights of Shares. All or any of the special rights attached to any class of shares may, subject to the provisions of our amended and restated articles of association, be varied either with the written consent of the holders of a 75% of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class 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 in priority to or *pari passu* with such previously existing 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, with the exception that, pursuant to statutory requirements, any of our creditors or shareholder may inspect our register of mortgages and charges, which includes details of any mortgage and charge over our assets. We will provide our shareholders with annual audited financial statements.

Anti-Takeover Provisions. Some provisions of our amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders; and
- establish advance notice requirements for nominating board of directors nominees or for proposing matters that can be acted on by shareholders at annual shareholder meetings.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our amended and restated memorandum and articles of association for a proper purpose and for what they honestly believe in good faith to be in the best interests of our company.

Rights of Non-resident or Foreign Shareholders. There are no limitations imposed by our amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

C. Material Contracts

For the two years immediately preceding the date of this annual report, we have not entered into any material contracts, other than in the ordinary course of business or those described in “Item 4. Information on the Company” or elsewhere in this annual report on Form 20-F.

D. Exchange Controls

The Cayman Islands currently has no exchange control restrictions. See also “Item 4.B—Information on the Company—Business Overview—Regulation—Regulations on Foreign Exchange.”

E. Taxation

The following discussion of the material Cayman Islands, PRC and United States federal income tax consequences of an investment in our Class A ordinary shares or ADSs is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This discussion does not deal with all possible tax consequences relating to an investment in the Class A ordinary shares or ADSs, such as the tax consequences under U.S. state, local and other tax laws. To the extent that the discussion relates to matters of Cayman Islands tax law, it is the opinion of Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel, and to the extent it relates to PRC tax law, it is the opinion of TransAsia Lawyers, our PRC counsel.

Cayman Islands Taxation

We are an exempted company incorporated in the Cayman Islands. The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution, brought within the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company.

People's Republic of China Taxation

We are a holding company incorporated in the Cayman Islands, and 100% of our equity interests in our PRC subsidiaries are held indirectly through our offshore holding companies. Our business operations are principally conducted through our PRC subsidiaries and consolidated affiliated entities. The Enterprise Income Tax Law provides that China-sourced income of foreign enterprises, such as dividends paid by a PRC subsidiary to its overseas parent that is not a PRC resident enterprise and has no establishment in the PRC, will normally be subject to PRC withholding tax at a rate of 10%. Under the Enterprise Income Tax Law, enterprises established under the laws of jurisdictions outside China with their “de facto management bodies” located within China may be considered to be PRC tax resident enterprises for tax purposes. If we are considered a PRC tax resident enterprise under the above definition, then our global income will be subject to PRC enterprise income tax at the rate of 25%.

The implementation rules of the Enterprise Income Tax Law provide that (i) if the enterprise that distributes dividends is domiciled in the PRC, or (ii) if gains are realized from transferring equity interests of enterprises domiciled in the PRC, then such dividends or capital gains are treated as China-sourced income. It is not clear how “domicile” may be interpreted under the Enterprise Income Tax Law, and it may be interpreted as the jurisdiction where the enterprise is a tax resident. Therefore, if we are considered as a PRC tax resident enterprise for tax purposes, any dividends we pay to our overseas shareholders or ADS holders as well as gains recognized by such shareholders or ADS holders from the transfer of our shares or ADSs may be regarded as China-sourced income and as a result become subject to PRC withholding tax at a rate of up to 10%.

United States Federal Income Tax Considerations

The following is a discussion of the principal United States federal income tax considerations relating to the acquisition, ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that acquires our ADSs or ordinary shares and holds our ADSs or ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended (the “Code”). This discussion is based upon existing United States federal tax law, including the Code, its legislative history, existing, temporary and proposed regulations thereunder, published rulings and court decisions, all of which are subject to differing interpretations or change, possibly with retroactive effect. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to any United States federal income tax consequences described below, and there can be no assurance that the IRS or a court will not take a contrary position. This discussion does not address all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, financial institutions, insurance companies, regulated investment companies, real estate investment trusts, broker-dealers, traders in securities that elect mark-to-market treatment, partnerships (or other entities treated as partnerships for United States federal income tax purposes) and their partners and tax-exempt organizations (including private foundations), holders who are not U.S. Holders, holders who own (directly, indirectly or constructively) 10% or more of our stock (by vote or value), holders who acquire their ADSs or ordinary shares pursuant to any employee share option or otherwise as compensation, investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for United States federal income tax purposes, or investors that have a functional currency other than the United States dollar), all of whom may be subject to tax rules that differ significantly from those summarized below. In addition, this discussion does not discuss any United States federal estate, gift or alternative minimum tax consequences or any non-United States, state or local tax considerations. Each U.S. Holder is urged to consult its tax advisor regarding the United States federal, state, local and non-United States income and other tax considerations of an investment in our ADSs or ordinary shares.

General

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created in, or organized under the law of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a United States person under the Code.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of our ADSs or ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner of a partnership holding our ADSs or ordinary shares, the U.S. Holder is urged to consult its tax advisor regarding an investment in our ADSs or ordinary shares.

Our company is an exempted company incorporated under the laws of the Cayman Islands. As such, our company believes that it is not a United States corporation for United States federal income tax purposes. Under certain provisions of the Code and regulations, however, if pursuant to a plan (or a series of related transactions), a non-United States corporation such as our company acquires substantially all of the assets of a United States corporation, and after the acquisition 80% or more of the stock (by vote or value) of the non-United States corporation (excluding stock issued in a public offering related to the acquisition) is owned by former shareholders of the United States corporation by reason of their ownership of the United States corporation, the non-United States corporation will be considered a United States corporation for United States federal income tax purposes. Based on our analysis of the facts related to our corporate restructuring in 2005 and 2006, we do not believe that we should be treated as a United States corporation for United States federal income tax purposes. However, as there is no direct authority on how the relevant rules of the Code might apply to us, our company's conclusion is not free from doubt. Therefore, our conclusion may be challenged by the United States tax authorities and a finding that we owe additional United States taxes could substantially reduce the value of your investment in our company. You are urged to consult your tax advisor concerning the income tax consequences of purchasing, holding or disposing of ADSs or ordinary shares if we were to be treated as a United States domestic corporation for United States federal income tax purposes. The remainder of this discussion assumes that our company is treated as a non-United States corporation for United States federal income tax purposes.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement have been and will be complied with in accordance with the terms thereof.

For United States federal income tax purposes, a U.S. Holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs.

Passive Foreign Investment Company Considerations

A non-United States corporation, such as our company, will be a passive foreign investment company, or PFIC, for United States federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of "passive" income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are categorized as a passive asset and the company's unbooked intangibles are taken into account. Passive income is any income that would be foreign personal holding company income under the Code, including dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income, net gains from commodity transactions, net foreign currency gains and income from notional principal contracts. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

Although the law in this regard is unclear, we treat our VIEs as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operations in our consolidated financial statements. If it were determined, however, that we were not the owner of the above mentioned entities for United States federal income tax purposes, then we would likely be treated as a PFIC even if we would not otherwise have been treated as a PFIC for that particular year.

We believe we were classified as a PFIC for each of the past seven taxable years ending December 31st. Although our PFIC status for the current taxable year will not be determinable until after the close of the year, we expect, but cannot guarantee, to be treated as a PFIC for the current taxable year due to our ownership of and income from significant assets treated as passive under the PFIC rules. Our PFIC classification for any particular year will depend on the value of our ordinary shares and ADSs, the nature of our assets and income over time, and the nature of our business. There can be no assurance that we will not be a PFIC for any future taxable year, even if we hold fewer passive investment assets as a result of the Transaction.

If we are a PFIC, our ADSs or ordinary shares generally will continue to be treated as shares in a PFIC for all succeeding years during which a U.S. Holder holds our ADSs or ordinary shares, unless we cease to be a PFIC and the U.S. Holder makes a "deemed sale" election with respect to the ADSs or ordinary shares. If you make a deemed sale election, you will be deemed to have sold the ADSs or ordinary shares you hold at their fair market value as of the last day of the last year during which we were a PFIC (the "termination date"). Any gain from such deemed sale would be subject to the consequences described below under "—Passive Foreign Investment Company Rules." You are urged to consult your tax adviser regarding our possible status as a PFIC as well as the benefit of making a deemed sale election.

Dividends

If we are not a PFIC, any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under United States federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to provide our earnings and profits on the basis of United States federal income tax principles, you should assume that any distribution paid will generally be treated as a “dividend” for United States federal income tax purposes. A non-corporate U.S. Holder that is the recipient of dividend income generally will be subject to tax on dividend income from a “qualified foreign corporation” at the lower applicable capital gains rate rather than the marginal tax rates generally applicable to ordinary income provided that certain holding period requirements are met. A non-United States corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (i) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of this provision and which includes an exchange of information program, or (ii) with respect to any dividend it pays on stock (or ADSs in respect of such stock) which is readily tradable on an established securities market in the United States. Our ADSs are listed on the NYSE, which is an established securities market in the United States, and our ADSs are readily tradable. Thus, we believe that dividends we pay on our ADSs would meet the conditions required for the reduced tax rates if we are not a PFIC. Since we do not expect that our ordinary shares will be listed on an established securities market, we do not believe that dividends we pay on our ordinary shares that are not represented by ADSs will meet the conditions required for these reduced tax rates. Dividends received on our ADSs or ordinary shares will not be eligible for the dividend received deduction allowed to corporations.

In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid on our ADSs or ordinary shares. In such case, we may, however, be eligible for the benefits of the United States-PRC income tax treaty. If we are eligible for such benefits, dividends we pay on our ordinary shares, regardless of whether such shares are represented by our ADSs, would be eligible for the reduced rates of taxation applicable to qualified dividend income, as discussed above.

Dividends generally will be treated as income from foreign sources for United States foreign tax credit purposes and generally will constitute passive category income. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld, may instead claim a deduction, for United States federal income tax purposes, in respect of such withholdings, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

If we are a PFIC, the rules described above would generally only apply to distributions that were not “excess distributions” received by a U.S. Holder who does not make a mark-to market election (described below).

Sale or Other Disposition of ADSs or Ordinary Shares

If we are not a PFIC, a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the U.S. Holder’s adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be United States source gain or loss for United States foreign tax credit purposes. Capital gains of non-corporate U.S. Holders derived from capital assets held for more than one year are currently eligible for reduced rates of taxation. In the event that gain from the disposition of the ADSs or ordinary shares is subject to tax in the PRC, such gain may be treated as PRC source gain under the United States-PRC income tax treaty. The deductibility of a capital loss is subject to limitations. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign withholding tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit under their particular circumstances.

Passive Foreign Investment Company Rules

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special United States federal income tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or ordinary shares;
- the amounts allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC, or a pre-PFIC year, will be taxable as ordinary income; and
- the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for such year and would be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to each such other taxable year.

Because we have not paid any dividends in the prior three taxable years, a U.S. Holder's receipt of the cash dividend pursuant to the Transaction is expected to be treated as an excess distribution under these rules provided the cash is not received with respect to ADSs or ordinary shares acquired during the year such cash dividend is paid.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our non-United States subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of each such non-United States subsidiary that is a PFIC (each such subsidiary, a lower-tier PFIC) and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder would not receive the proceeds of those distributions or dispositions. This may occur as a result of the private placement by OPI, which we expect to be treated as a PFIC, pursuant to the Transaction. Under these rules, a U.S. Holder whose (direct or indirect) interest in OPI decreases as a result of the Transaction may be required to recognize an amount of gain subject to the excess distribution rules described above equal to such U.S. Holder's pro rata portion of the gain that would be recognized by Renren Inc. if Renren Inc. sold all of its OPI Shares to a third-party for full fair market value immediately before OPI closes the private placement. The amount of gain that would be recognized by Renren Inc. for U.S. federal income tax purposes as a result of such deemed sale has not yet been determined. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries, including OPI.

As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" in a PFIC is permitted to make a mark-to-market election with respect to our ADSs, but not our ordinary shares, provided that our ADSs remain listed on the NYSE and are regularly traded. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes a valid mark-to-market election, the U.S. Holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the U.S. Holder will not be required to take into account the gain or loss described above during any period that such corporation is not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. In the case of a U.S. Holder who has held ADSs or ordinary shares during any taxable year in respect of which we were a PFIC and continues to hold such ADSs or ordinary shares (or any portion thereof) and has not previously made a mark-to-market election, but who is considering making a mark-to-market election, special tax rules may apply relating to purging the PFIC taint of such ADSs or ordinary shares through the use of a "deemed sale" election, as discussed above under "—Passive Foreign Investment Company Considerations."

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, including OPI, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes, even if a mark-to-market election is made with respect to our ADSs.

In certain circumstances, a shareholder in a PFIC may avoid the adverse tax consequences of the excess distribution regime described above if such shareholder can, and does, make a timely "qualified electing fund" election to include in income its pro rata share of the PFIC's ordinary income and net capital gain on a current basis. In general, a U.S. Holder may make a qualified electing fund election only if we provide U.S. Holders with a "PFIC Annual Information Statement" that would allow the U.S. Holder to compute its pro rata share of our ordinary earnings and net capital gain determined under U.S. federal income tax principles. We currently do not separately compute income and loss in accordance with U.S. federal income tax principles and, accordingly, U.S. Holders may not be able to make a qualified electing fund election.

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the U.S. Holder will be required to file an annual IRS Form 8621 and must report any "excess distributions" with respect to our ADSs or ordinary shares during the year and other forms as may be required by the United States Treasury Department. Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of purchasing, holding and disposing ADSs or ordinary shares, including the possibility of making a mark-to-market election, the potential unavailability of the election to treat us as a qualified electing fund and the potential for the Transaction to result in the recognition of an "excess distribution" under the PFIC rules.

Medicare Tax

An additional 3.8% tax is imposed on a portion or all of the net investment income of certain individuals with a modified adjusted gross income of over US\$200,000 (or US\$250,000 in the case of joint filers or US\$125,000 in the case of married individuals filing separately) and on the undistributed net investment income of certain estates and trusts. For these purposes, "net investment income" generally includes interest, dividends (including dividends paid with respect to our ADSs or ordinary shares), annuities, royalties, rents, net gain attributable to the disposition of property not held in a trade or business (including net gain from the sale, exchange or other taxable disposition of an ADS or ordinary share) and certain other income, reduced by any deductions properly allocable to such income or net gain. U.S. holders are urged to consult their tax advisors regarding the applicability of this tax to their income and gains in respect of their investment in the ADSs or ordinary shares.

Information Reporting and Backup Withholding

Dividend payments with respect to the ADSs or ordinary shares and proceeds from the sale, exchange or redemption of our ADSs or ordinary shares may be subject to information reporting to the IRS and possible United States backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes other required certifications, or who is otherwise exempt from backup withholding. U.S. Holders that are required to establish their exempt status generally must provide such certification on IRS Form W-9.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's United States federal income tax liability, and a U.S. Holder generally may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information.

Individual U.S. Holders and certain U.S. entities may be required to submit to the IRS certain information with respect to their beneficial ownership of the ADSs or ordinary shares, if such ADSs or ordinary shares are not held on their behalf by a financial institution. U.S. Holders who fail to timely furnish the required information may be subject to a penalty. U.S. Holders should consult their tax advisors regarding the application of the United States information reporting and backup withholding rules.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We previously filed with the SEC our registration statement on Form F-1 (Registration No. 333-173548), as amended, including the prospectus contained therein, to register our Class A ordinary shares. We have also filed with the SEC a related registration statement on Form F-6 (Registration No. 333-173515), as amended, to register the ADSs.

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year, which is December 31. Reports and other information, when so filed, may be accessed on the SEC website at www.sec.gov. Copies of reports and other information may also be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the Securities and Exchange Commission at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the Commission at 1-800-SEC-0330. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish Citibank, N.A, the depository of our ADSs, all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depository will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depository from us. We will file our annual report on Form 20-F, including our audited financial statements, with the SEC. Our annual report on Form 20-F can be accessed on the SEC's website as well the investor relations section of our website. Investors may request a hard copy of our annual report, free of charge, by contacting us.

I. Subsidiary Information

Not applicable.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

Foreign Exchange Risk

Substantially all of our revenues and expenses are denominated in RMB. We had an exchange loss on offshore bank accounts of US\$0.2 million in 2015, approximately nil in 2016 and approximately nil in 2017, which were primarily related to the exchange rate fluctuation of our RMB deposits during the year.

To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. Although our exposure to foreign exchange risks is generally limited, the value of your investment in our ADSs will be affected by the exchange rate between the U.S. dollar and the RMB because the value of our business is effectively denominated in RMB, while our ADSs are traded in U.S. dollars.

The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for capital expenditures and working capital and other business purposes, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs, strategic acquisitions or investments or other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. As of December 31, 2017, we had RMB-denominated cash and term deposits totaling RMB 150.6 million (US\$23.1 million) and U.S. dollar-denominated cash and term deposits totaling US\$105.4 million.

Interest Rate Risk

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. Interest-earning instruments carry a degree of interest rate risk. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. However, our future interest income may fall short of expectations due to changes in market interest rates. See “Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources.”

Inflation

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2015, 2016 and 2017 increases of 1.6%, 2.1% and 1.8%, 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.

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Fees and Charges Our ADS Holders May Have to Pay

Citibank, N.A., is the depository of our ADS program. Set forth below is a summary of fees holders of our ADSs may be required to pay for various services the depository may provide:

<u>Service</u>	<u>Fee</u>
Issuance of ADSs	Up to US\$0.05 per ADS issued
Cancellation of ADSs	Up to US\$0.05 per ADS canceled
Distribution of cash dividends or other cash distributions	Up to US\$0.05 per ADS held
Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights	Up to US\$0.05 per ADS held exercise of rights
Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to US\$0.05 per ADS held
Depository services	Up to US\$0.05 per ADS held on the applicable record date(s) established by the depository
Transfer of ADRs	US\$1.50 per certificate presented for transfer

As an ADS holder you will also be responsible to pay certain fees and expenses incurred by the depository and certain taxes and governmental charges such as:

- fees for the transfer and registration of Class A ordinary shares charged by the registrar and transfer agent for the Class A ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of Class A ordinary shares);
- expenses incurred for converting foreign currency into U.S. dollars;
- expenses for cable, telex and fax transmissions and for delivery of securities;

- taxes and duties upon the transfer of securities (i.e., when Class A ordinary shares are deposited or withdrawn from deposit); and
- fees and expenses incurred in connection with the delivery or servicing of Class A ordinary shares on deposit.

Depository fees payable upon the issuance and cancellation of ADSs are typically paid to the depository by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depository and by the brokers (on behalf of their clients) delivering the ADSs to the depository for cancellation. The brokers in turn charge these fees to their clients. Depository fees payable in connection with distributions of cash or securities to ADS holders and the depository services fee are charged by the depository to the holders of record of ADSs as of the applicable ADS record date.

The depository fees payable for cash distributions are generally deducted from the cash being distributed. In the case of distributions other than cash (such as stock dividends and rights distributions), the depository charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depository sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depository generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depository.

The fees and charges ADS holders may be required to pay may vary over time and may be changed by us and by the depository. ADS holders will receive prior notice of such changes.

Fees and Other Payments Made by the Depository to Us

The depository has agreed to reimburse us for certain expenses we incur that are related to establishment and maintenance of the ADS program, including investor relations expenses and exchange application and listing fees. There are limits on the amount of expenses for which the depository will reimburse us, but the amount of reimbursement available to us is not related to the amounts of fees the depository collects from investors. In 2015, 2016 and 2017, we received approximately US\$1.1 million, US\$1.7 million and nil, respectively, net of applicable withholding taxes in the United States, from the depository as reimbursement for our expenses incurred in connection with the establishment and maintenance of the ADS program.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Material Modifications to the Rights of Security Holders

See “Item 10. Additional Information—Ordinary Shares” for a description of the rights of securities holders, which remain unchanged.

Use of Proceeds

Not applicable.

Item 15. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act. Based upon this evaluation, our management, with the participation of our chief executive officer and chief financial officer, has concluded that, as of the end of the period covered by this annual report, our disclosure controls and procedures were not effective, due to the material weakness in our internal control over financial reporting as described below.

Disclosure controls and procedures are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in by the SEC's rules and forms, and that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, for our company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles, and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of a company's assets that could have a material effect on the consolidated financial statements. Due to its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance with respect to consolidated financial statement preparation and presentation, and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

Under guidelines established by the SEC, companies are permitted to exclude acquisitions from their evaluation of internal control over financial reporting during the first year after the acquisition. As described elsewhere in this annual report, we are in the process of integrating 14 newly acquired used car dealerships into our operations, including our overall internal control over financial reporting. Refer to Note 5 to our consolidated financial statements included in this annual report for more information on these acquisitions. As a result, management excluded the following entities, which were acquired at various times during the second half of the year ended December 31, 2017, from the scope of the evaluation of our internal control over financial reporting and from this management report on the effectiveness of such internal controls:

- Cangzhou Jieying Bole Automobile Sales Co., Ltd
- Chongqing Jieying Shangyue Automobile Sales Co., Ltd.
- Dalian Yiche Jieying Automobile Sales Co., Ltd.
- Hangzhou Jieying Yifeng Automobile Sales Co., Ltd.
- Henan Jieying Hengxin Automobile Sales Co., Ltd.
- Jiangsu Jieying Ruineng Automobile Sales Co., Ltd.
- Jieying Baolufeng Automobile Sales (Shenyang) Co., Ltd.
- Jilin Jieying Taocheguan Automobile Sales Co., Ltd.
- Neimenggu Jieying Kaihang Automobile Sales Co., Ltd.
- Ningxia Jieying Xianzhi Automobile Sales Co., Ltd.
- Shandong Jieying Huaqi Automobile Service Co., Ltd.
- Shanghai Jieying Diyi Automobile Sales Co., Ltd.
- Suzhou Jieying Chemaishi Automobile Sales Co., Ltd.
- Wuhan Jieying Chimei Automobile Sales Co., Ltd.

Although these acquired used car dealerships play a key role in our used automobile sales business, we have organized this business so that the assets are held and the revenue is recognized primarily in one of our existing subsidiaries, and not in the acquired dealerships. Therefore, these dealerships represented only 0.1% and 2.5% of our total assets and net loss, respectively, at the end of and for the year ended December 31, 2017.

As required by Section 404 of the Sarbanes-Oxley Act and related rules as promulgated by the SEC, our management assessed the effectiveness of

our company's internal control over financial reporting as of December 31, 2017, using criteria established in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management identified one material weakness in our internal control over financial reporting, as follows:

- Inadequate controls designed over the accounting of significant, unusual and complex transactions to ensure that those transactions are properly accounted for in accordance with U.S. GAAP. Specifically, management concluded that it lacked sufficient accounting and financial reporting personnel with appropriate knowledge of U.S. GAAP and SEC reporting requirements to properly address the complex accounting issues involved in the application of purchase accounting principles in connection with the acquisition of used car dealerships as described in Note 5 of our consolidated financial statements included in this annual report, and the deconsolidation principles associated with the Transaction that that is expected to close in 2018.

As a result of this material weakness and based on the evaluation described above, management concluded that our internal control over financial reporting was not effective as of December 31, 2017. Notwithstanding this material weakness, however, management has concluded that the consolidated financial statements included in this Annual Report present fairly, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with U.S. GAAP. Our independent registered public accounting firm, Deloitte Touche Tohmatsu Certified Public Accountants LLP, has issued an attestation report on our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF RENREN INC.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Renren Inc., its subsidiaries, its variable interest entities and the subsidiaries of its variable interest entities (collectively, the “Company”) as of December 31, 2017, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, because of the effect of the material weakness identified below on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2017, of the Company and our report dated May 14, 2018, expressed an unqualified opinion on those financial statements.

As described in the Management’s Annual Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Cangzhou Jieying Bole Automobile Sales Co., Ltd., Chongqing Jieying Shangyue Automobile Sales Co., Ltd., Dalian Yiche Jieying Automobile Sales Co., Ltd., Hangzhou Jieying Yifeng Automobile Sales Co., Ltd., Henan Jieying Hengxin Automobile Sales Co., Ltd., Jiangsu Jieying Ruineng Automobile Sales Co., Ltd., Jieying Baolufeng Automobile Sales (Shenyang) Co., Ltd., Jilin Jieying Taoheguan Automobile Sales Co., Ltd., Neimenggu Jieying Kaihang Automobile Sales Co., Ltd., Ningxia Jieying Xianzhi Automobile Sales Co., Ltd., Shandong Jieying Huaqi Automobile Service Co., Ltd., Shanghai Jieying Diyi Automobile Sales Co., Ltd., Suzhou Jieying Chemaishi Automobile Sales Co., Ltd. and Wuhan Jieying Chimei Automobile Sales Co., Ltd., which were acquired during 2017 and whose financial statements constitute 0.1% of total assets and 2.5% of net loss of the consolidated financial statement amounts as of and for the year ended December 31, 2017. Accordingly, our audit did not include the internal control over financial reporting at those entities.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company’s annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management’s assessment: Inadequate controls designed over the accounting of significant, unusual and complex transactions to ensure that those transactions are properly accounted for in accordance with U.S. GAAP. This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the consolidated financial statements as of and for the year ended December 31, 2017, of the Company, and this report does not affect our report on such financial statements.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Beijing, the People’s Republic of China
May 14, 2018

We have served as the Company’s auditor since 2008.

Management's Remediation Plans and Actions

To remediate the material weakness described above in "Management's Report on Internal Control over Financial Reporting," we are implementing the plan and measures described below, and we will continue to evaluate and may in the future implement additional measures.

We will carry out the following remediation measures:

- We have hired a new senior finance director with extensive U.S. GAAP and reporting experience. This individual is a U.S. certified public accountant who previously worked at our company and has since worked at another U.S. public company. He is expected to rejoin our company in June 2018.
- We plan to recruit additional staff with relevant accounting experience, skills and knowledge in accounting and disclosure for complex transactions under the requirements of U.S. GAAP.
- We will design and implement robust financial reporting and management controls over future acquisitions of additional dealerships.

We believe that we are taking the steps necessary for remediation of the material weakness identified above, and we will continue to monitor the effectiveness of these steps and to make any changes that our management deems appropriate.

Changes in Internal Control over Financial Reporting

In 2017, the special committee of the board of directors that was tasked with evaluating the fairness of the Transaction employed an external financial advisor and external U.S. counsel to review the Transaction and to ensure that the measurement of the investments involved was performed properly. These remedial measures were undertaken to address the material weakness related to inadequate controls designed over the measurement of investments reported in our annual report on Form 20-F for the year ended December 31, 2016. Accordingly, as of December 31, 2017, we concluded that the material weakness related to the measurement of investment assets and the Transaction had been remediated.

Other than the remedial measures described above, there were no other changes in our internal control over financial reporting during the year ended December 31, 2017 that have materially affected or are reasonable likely to materially affect our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Management, including our chief executive officer and our chief financial officer, does not expect that our disclosure controls and procedures or internal control over financial reporting will prevent or detect all errors and all fraud. A control system cannot provide absolute assurance due to its inherent limitations; it is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. A control system also can be circumvented by collusion or improper management override. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of such limitations, disclosure controls and procedures and internal control over financial reporting cannot prevent or detect all misstatements, whether unintentional errors or fraud. However, these inherent limitations are known features of the financial reporting process, therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Item 16. Reserved

Item 16A. Audit Committee Financial Expert

Our board of directors has determined that each of Mr. David Chao and Mr. Tianruo Pu, each of whom is an independent director (under the standards set forth in Section 303A of the Corporate Governance Rules of the NYSE and Rule 10A-3 under the Exchange Act), qualifies as an "audit committee financial expert."

Item 16B. Code of Ethics

Our board has adopted a code of business conduct and ethics that provides that our directors and officers are expected to avoid any action, position or interest that conflicts with the interests of our company or gives the appearance of a conflict. Directors and officers have an obligation under our code of business conduct and ethics to advance our company's interests when the opportunity to do so arises. We have posted a copy of our code of business conduct and ethics on our website at <http://www.renren-inc.com>.

Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by Deloitte Touche Tohmatsu Certified Public Accountants LLP, our principal external auditors, for the periods indicated.

	For the Year Ended December 31,	
	2016	2017
	(in thousands of US\$)	
Audit fees ⁽¹⁾	1,346.2	1,558.3
Other fees ⁽²⁾	107.0	-

(1) "Audit fees" means the aggregate fees billed or payable for professional services rendered by our independent auditors in connection with the audit of our consolidated financial statements or the review of our interim consolidated financial statements required for statutory or regulatory filings.

(2) "Other fees" represent the aggregate fees billed and expected to be billed in each of the fiscal years listed for professional services rendered by our independent registered public accounting firm other than the services reported in (1).

All audit and non-audit services provided by our independent auditors must be pre-approved by our audit committee.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

During the course of the administration of our equity incentive plans, we have, from time to time, canceled or repurchased restricted shares or other securities held by employees or other participants of our equity incentive plans.

As we announced on April 30, 2018, we will pay a cash dividend. We expect the market price of our ADSs to fall significantly on the ex-dividend date to reflect the value that will have been removed from our company and transferred to our shareholders. To the extent that our ADSs trade below US\$1.00 per ADS for an extended period of time, or at or below US\$0.16 per ADS for any period of time, our ADSs may be suspended from trading on the NYSE and ultimately delisted. To assist in stabilizing the ADS trading price and address this risk, we have adopted an ADS repurchase program to be effected on the open market at prevailing market prices from time to time as market conditions warrant in accordance with the applicable requirements of Rule 10b5-1 and Rule 10b-18 under the Exchange Act. As of the date of this annual report, we have not made any purchases pursuant to this ADS repurchase plan.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

Section 303A.12(a) of the NYSE Listed Company Manual requires each listed company's chief executive officer to certify to the NYSE each year that he or she is not aware of any violation by the company of NYSE corporate governance listing standards. We are a Cayman Islands exempted company, and our chief executive officer is not required under applicable Cayman Islands law to make such a certification. Pursuant to the exception granted to foreign private issuers under Section 303A.00 of the NYSE Listed Company Manual, we have followed our home country practice in this regard and have not in the past submitted the certification set forth in Section 303A.12(a) of the NYSE Listed Company Manual.

Section 303A.01 of the NYSE Listed Company Manual requires a listed company to have a majority of independent directors. Section 303A.07(a) of the NYSE Listed Company Manual requires the audit committee to have a minimum of three members. Section 303A.08 of the NYSE Listed Company Manual requires a listed company to give shareholders an opportunity to vote on all equity compensation plans and material revisions thereto. We are a Cayman Islands exempted company, and there are no requirements under applicable Cayman Islands law that correspond to these sections of the NYSE Listed Company Manual. Pursuant to the exception granted to foreign private issuers under Section 303A.00 of the NYSE Listed Company Manual, we have followed our home country practice and are exempted from the requirements of Sections 303A.01, 303A.07(a) and 303A.08 of the NYSE Listed Company Manual. Nevertheless, as of the date of this annual report our audit committee has three members.

Other than the requirements discussed above, there are no significant differences between our corporate governance practices and those followed by domestic listed companies as required under the NYSE Listed Company Manual.

Item 16H. Mine Safety Disclosure

Not applicable.

PART III**Item 17. Financial Statements**

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements

The consolidated financial statements of Renren Inc. and its subsidiaries and consolidated affiliated entities are included at the end of this annual report.

Item 19. Exhibits

Exhibit Number	Description of Document
<u>1.1</u>	<u>Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>2.1</u>	<u>Specimen American depository receipt of the Registrant (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>2.2</u>	<u>Specimen Class A ordinary share certificate of the Registrant (incorporated by reference to Exhibit 4.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>2.3</u>	<u>Deposit Agreement, dated as of May 4, 2011, by and among the Registrant, Citibank, N.A., as depository, and the holders of the American Depository Receipts (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form S-8 (file no. 333-177366), filed with the SEC on October 18, 2011).</u>
<u>2.4</u>	<u>Amended and Restated Investors' Rights Agreement between the Registrant and other parties therein, dated as of April 4, 2008, as amended (incorporated by reference to Exhibit 4.6 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>2.5</u>	<u>Form of Registration Rights Agreement between the Registrant and other parties therein (incorporated by reference to Exhibit 10.21 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.1</u>	<u>2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.2</u>	<u>2008 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.3</u>	<u>2009 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.4</u>	<u>2011 Share Incentive Plan (as amended by Amendment No.1 to the 2011 Share Incentive Plan) (incorporated by reference to Exhibit 10.1 to our Registration Statement on Form S-8 (file no. 333-209734), filed with the SEC on February 26, 2016).</u>
<u>4.5</u>	<u>Form of Indemnification Agreement between the Registrant and its directors and officers (incorporated by reference to Exhibit 10.5 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.6</u>	<u>Form of Employment Agreement between the Registrant and the officers of the Registrant (incorporated by reference to Exhibit 10.6 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.7</u>	<u>Business Operations Agreement, dated as of December 23, 2010, between Qianxiang Shiji, Qianxiang Tiancheng and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.7 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>
<u>4.8</u>	<u>Amended and Restated Equity Option Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng (incorporated by reference to Exhibit 10.8 to our Registration Statement on Form F-1 (file no. 333-173548), as amended, initially filed with the SEC on April 15, 2011).</u>

- [4.9](#) [Amended and Restated Equity Interest Pledge Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.9 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.10](#) [Power of Attorney, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.10 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.11](#) [Spousal Consents, dated as of December 23, 2010, by the shareholders of Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.11 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.12](#) [Amended and Restated Loan Agreements, dated as of December 23, 2010, between Qianxiang Shiji and the shareholders of Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.12 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.13](#) [Amended and Restated Exclusive Technical Service Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.13 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.14](#) [Amended and Restated Intellectual Property Right License Agreement, dated as of December 23, 2010, between Qianxiang Shiji and Qianxiang Tiancheng \(incorporated by reference to Exhibit 10.14 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\).](#)
- [4.15](#) [Power of Attorney, dated December 4, 2013, by Huang Hui \(incorporated by reference to Exhibit 4.32 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 29, 2014\).](#)
- [4.16](#) [Power of Attorney, dated December 4, 2013, by Liu Jian \(incorporated by reference to Exhibit 4.33 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 29, 2014\).](#)
- [4.17](#) [Spousal Consent issued by Jonathan Gentile Anderson, as the lawful spouse of Huang Hui, and Chen Yan, as the lawful spouse of Liu Jian, both dated December 4, 2013 \(incorporated by reference to Exhibit 4.34 to our annual report on Form 20-F \(file no. 00135147\), filed with the SEC on April 29, 2014\).](#)
- [4.18](#) [Loan Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang \(incorporated by reference to Exhibit 4.32 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.19](#) [Loan Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu \(incorporated by reference to Exhibit 4.33 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.20](#) [Business Operations Agreement, dated May 22, 2014, by and among Beijing Jingwei Sinan Information Technology Co., Ltd., Beijing Jingwei Zhihui Information Technology Co., Ltd., Jing Yang and Jian Liu \(incorporated by reference to Exhibit 4.34 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.21](#) [Power of Attorney, dated May 22, 2014, by Jing Yang \(incorporated by reference to Exhibit 4.35 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.22](#) [Power of Attorney, dated May 22, 2014, by Jian Liu \(incorporated by reference to Exhibit 4.36 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)

- [4.23](#) [English translation of Spousal Consents, by Joseph Chen, as the lawful spouse of Jing Yang, and Yan Chen, as the lawful spouse of James Jian Liu, both dated May 22, 2014 \(incorporated by reference to Exhibit 4.37 to our annual report on Form 20-F \(file no. 00135147\), filed with the SEC on April 16, 2015\)](#)
- [4.24](#) [Exclusive Technology Support and Technology Service Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Beijing Jingwei Zhihui Information Technology Co., Ltd. \(incorporated by reference to Exhibit 4.38 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.25](#) [Intellectual Property Right License Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Beijing Jingwei Zhihui Information Technology Co., Ltd. \(incorporated by reference to Exhibit 4.39 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.26](#) [English translation of Equity Interest Pledge Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang \(incorporated by reference to Exhibit 4.40 to our annual report on Form 20-F \(file no. 00135147\), filed with the SEC on April 16, 2015\)](#)
- [4.27](#) [English translation of Equity Interest Pledge Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu \(incorporated by reference to Exhibit 4.41 to our annual report on Form 20-F \(file no. 00135147\), filed with the SEC on April 16, 2015\)](#)
- [4.28](#) [Equity Option Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jing Yang \(incorporated by reference to Exhibit 4.42 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.29](#) [Equity Option Agreement, dated May 22, 2014, between Beijing Jingwei Sinan Information Technology Co., Ltd. and Jian Liu \(incorporated by reference to Exhibit 4.43 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.30](#) [English translation of Framework Purchase Agreement, dated October 28, 2014, by and among the Registrant, Beijing Wole Information Technology Co., Ltd., Jian Liu, Hui Huang, Guangzhou Qianjun Internet Technology Co., Ltd. and Tianjin Jinhua Media Co., Ltd. \(incorporated by reference to Exhibit 4.44 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.31](#) [English translation of Amendment to Framework Purchase Agreement, dated December 1, 2014, by and among the Registrant, Beijing Wole Information Technology Co., Ltd., Jian Liu, Hui Huang, Guangzhou Qianjun Internet Technology Co., Ltd. and Tianjin Jinhua Media Co., Ltd. \(incorporated by reference to Exhibit 4.45 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.32](#) [English translation of Business Cooperation Agreement, dated December 1, 2014, by and among Beijing Wole Information Technology Co., Ltd., Guangzhou Qianjun Internet Technology Co., Ltd., Beijing Qianxiang Wangjing Technology Development Co., Ltd. and Tianjin Jinhua Media Co., Ltd. \(incorporated by reference to Exhibit 4.46 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.33](#) [English translation of Service Agreement, dated December 1, 2014, by and among Beijing Wole Information Technology Co., Ltd., Guangzhou Qianjun Internet Technology Co., Ltd., Beijing Qianxiang Wangjing Technology Development Co., Ltd. and Tianjin Jinhua Media Co., Ltd. \(incorporated by reference to Exhibit 4.47 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on April 16, 2015\)](#)
- [4.34](#) [Convertible Note and Series F Preferred Stock Purchase Agreement, dated July 28, 2015, by and among Social Finance, Inc., SoftBank Group International Limited, the Registrant and other parties therein \(incorporated by reference to Exhibit 4.37 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on May 16, 2016\)](#)

- [4.35](#) [English translation of Framework Agreement on Transfer of Renren Games Business by Renren Inc., dated January 5, 2016, by and among the Registrant, Link 224 Inc., Renren Game Hong Kong Limited and other parties therein \(incorporated by reference to Exhibit 4.38 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on May 16, 2016\)](#)
- [4.36](#) [English translation of Asset Sale and Purchase Agreement for Shanghai Renren Finance Leasing Asset-Backed Special Plan, dated January 26, 2016, by and between Shanghai Renren Finance Leasing Co., Ltd. and Xinyuan Asset Management Co., Ltd. \(incorporated by reference to Exhibit 4.38 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on May 15, 2017\)](#)
- [4.37](#) [2016 Share Incentive Plan \(incorporated by reference to Exhibit 10.2 to our Registration Statement on Form S-8 \(file no. 333-209734\), filed with the SEC on February 26, 2016\)](#)
- [4.38](#) [English translation of Asset Sale and Purchase Agreement for Shanghai Renren Finance Leasing Asset-Backed Special Plan II, dated August 10, 2016, by and between Shanghai Renren Finance Leasing Co., Ltd. and Beijing Founder Fubon Asset Management Co., Ltd. \(incorporated by reference to Exhibit 4.40 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on May 15, 2017\)](#)
- [4.39](#) [Transaction Confirmation, dated April 4, 2017, in connection with the sale of shares of Social Finance Inc. by the Registrant \(incorporated by reference to Exhibit 4.41 to our annual report on Form 20-F \(file no. 001-35147\), filed with the SEC on May 15, 2017\)](#)
- [4.40*](#) [Loan Agreement between Shanghai Renren Automobile Technology Company Limited and James Jian Liu \(English Translation\), dated August 18, 2017](#)
- [4.41*](#) [Loan Agreement between Shanghai Renren Automobile Technology Company Limited and Yang Jing \(English Translation\), dated August 18, 2017](#)
- [4.42*](#) [Loan Agreement between Shanghai Renren Automobile Technology Company Limited and Yi Rui, dated August 18, 2017 \(English Translation\)](#)
- [4.43*](#) [Loan Agreement between Shanghai Renren Automobile Technology Company Limited and Thomas Jintao Ren, dated August 18, 2017 \(English Translation\)](#)
- [4.44*](#) [Exclusive Technology Support and Technology Services Agreement between Shanghai Renren Automobile Technology Company Limited and Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. dated August 18, 2017 \(English Translation\)](#)
- [4.45*](#) [Exclusive Technology Support and Technology Services Agreement between Shanghai Renren Automobile Technology Company Limited and Shanghai Jieying Automobile Sales Co., Ltd. dated August 18, 2017 \(English Translation\)](#)
- [4.46*](#) [Equity Pledge Agreement concerning Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. between Shanghai Renren Automobile Technology Company Limited and James Jian Liu, dated August 18, 2017 \(English Translation\)](#)
- [4.47*](#) [Equity Pledge Agreement concerning Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. between Shanghai Renren Automobile Technology Company Limited and Yang Jing, dated August 18, 2017 \(English Translation\)](#)
- [4.48*](#) [Equity Pledge Agreement concerning Shanghai Jieying Automobile Sales Co., Ltd., between Shanghai Renren Automobile Technology Company Limited and Yi Rui, dated August 18, 2017 \(English Translation\)](#)
- [4.49*](#) [Equity Pledge Agreement concerning Shanghai Jieying Automobile Sales Co., Ltd., between Shanghai Renren Automobile Technology Company Limited and Thomas Jintao Ren, dated August 18, 2017 \(English Translation\)](#)
- [4.50*](#) [Intellectual Property Right License Agreement between Shanghai Renren Automobile Technology Company Limited and Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. and dated August 18, 2017 \(English Translation\)](#)

- [4.51*](#) [Intellectual Property Right License Agreement between Shanghai Renren Automobile Technology Company Limited. and Shanghai Jieying Automobile Sales Co., Ltd., dated August 18, 2017](#)
- [4.52*](#) [Equity Option Agreement concerning Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd between Shanghai Renren Automobile Technology Company Limited and James Jian Liu, dated August 18, 2017 \(English Translation\)](#)
- [4.53*](#) [Equity Option Agreement concerning Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd between Shanghai Renren Automobile Technology Company Limited and Yang Jing, dated August 18, 2017 \(English Translation\)](#)
- [4.54*](#) [Equity Option Agreement concerning Shanghai Jieying Automobile Sales Co., Ltd. between Shanghai Renren Automobile Technology Company Limited and Yi Rui, dated August 18, 2017 \(English Translation\)](#)
- [4.55*](#) [Equity Option Agreement concerning Shanghai Jieying Automobile Sales Co., Ltd. between Shanghai Renren Automobile Technology Company Limited and Thomas Jintao Ren, dated August 18, 2017 \(English Translation\)](#)
- [4.56*](#) [Form of Equity Purchase Agreement \(English Translation\)](#)
- [4.57*](#) [Form of Used Vehicle Purchase Contract \(English Translation\)](#)
- [4.58*](#) [Form of Used Vehicle Agency Services Agreement \(English Translation\)](#)
- [4.59*](#) [Form of Used Vehicle Sales Contract \(English Translation\)](#)
- [4.60*](#) [2018 Equity and Incentive Plan](#)
- [4.61*](#) [Power of Attorney between Ren Jintao and Shanghai Renren Automobile Technology Company Limited, dated August 18, 2017](#)
- [4.62*](#) [Power of Attorney between Yi Rui and Shanghai Renren Automobile Technology Company Limited, dated August 18, 2017](#)
- [4.63*](#) [Power of Attorney between Yang Jing and Shanghai Renren Automobile Technology Company Limited, dated August 18, 2017](#)
- [4.64*](#) [Power of Attorney between Liu Jian and Shanghai Renren Automobile Technology Company Limited, dated August 18, 2017](#)
- [4.65*](#) [Business Operations Agreement by and among Shanghai Renren Automobile Technology Company Limited., Shanghai Jieying Automobile Sales Co., Ltd., Ren Jintao and Yi Rui, dated August 18, 2017](#)
- [4.66*](#) [Business Operations Agreement by and among Shanghai Renren Automobile Technology Company Limited., Shanghai Qianxiang Changda Internet Information Technology Development Co. Ltd, Yang Jing and Liu Jian, dated August 18, 2017](#)
- [4.67*](#) [Consent of Xi Wang, lawful spouse of Ren Jintao, dated August 18, 2017](#)
- [4.68*](#) [Consent of Zhang Jian, lawful spouse of Yi Rui, dated August 18, 2017](#)
- [4.69*](#) [Consent of Joseph Chen, lawful spouse of Yang Jing, dated August 18, 2017](#)
- [4.70*](#) [Consent of Chen Yan, lawful spouse of Liu Jian, dated August 18, 2017](#)
- [8.1*](#) [Subsidiaries of the Registrant](#)
- [11.1](#) [Code of Business Conduct and Ethics of the Registrant \(incorporated by reference to Exhibit 99.1 to our Registration Statement on Form F-1 \(file no. 333-173548\), as amended, initially filed with the SEC on April 15, 2011\)](#)

<u>12.1*</u>	<u>Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>12.2*</u>	<u>Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>13.1**</u>	<u>Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
<u>13.2**</u>	<u>Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
<u>15.1*</u>	<u>Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP</u>
<u>15.2*</u>	<u>Consent of TransAsia Lawyers</u>
<u>15.3*</u>	<u>Consent of Maples and Calder (Hong Kong) LLP</u>
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith

** Furnished herewith.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Renren Inc.

By: /s/ Joseph Chen

Name: Joseph Chen

Title: Chairman of the Board of Directors and Chief Executive Officer

Dated: May 14, 2018

RENREN INC.

Report and Consolidated Financial Statements
For the years ended December 31, 2015, 2016 and 2017

RENREN INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 and 2017

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RENREN INC.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF RENREN INC.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Renren Inc., its subsidiaries, its variable interest entities and the subsidiaries of its variable interest entities (collectively, the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive loss, changes in equity, and cash flows for each of the three years in the period ended December 31, 2017, and the related notes and the financial statement schedule in Schedule I (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated May 14, 2018, expressed an adverse opinion on the Company's internal control over financial reporting because of a material weakness.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Beijing, the People's Republic of China
May 14, 2018

We have served as the Company's auditor since 2008.

RENREN INC.

CONSOLIDATED BALANCE SHEETS

(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2016	2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 79,370	\$ 128,595
Restricted cash	30,390	47,253
Short-term investments	410	-
Accounts receivable (net of allowances of \$2,839 and \$2,856 as of December 31, 2016 and 2017, respectively)	4,702	6,260
Financing receivable (net of allowances of \$15,067 and \$7,023 as of December 31, 2016 and 2017, respectively; including \$73,549 and \$78,485 from the Plans ⁽ⁱ⁾ as of December 31, 2016 and 2017, respectively)	301,773	125,478
Prepaid expenses and other current assets	20,749	50,183
Inventory	-	95,012
Amounts due from related parties	13,419	15,224
Total current assets	450,813	468,005
Long-term financing receivable (net of allowances of \$47 and \$nil as of December 31, 2016 and 2017, respectively)	330	8
Property and equipment, net	28,666	29,532
Intangible assets, net	-	2,260
Goodwill	-	101,937
Long-term investments	695,348	565,366
Other non-current assets	1,687	27,056
TOTAL ASSETS	\$ 1,176,844	\$ 1,194,164
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable (including accounts payable of the consolidated VIEs without recourse to Renren Inc. of \$5,423 and \$19,476 as of December 31, 2016 and 2017, respectively)	\$ 5,561	\$ 20,046
Short-term debt (including short-term debt of the consolidated VIEs without recourse to Renren Inc. of \$7,202 and \$12,296 as of December 31, 2016 and 2017, respectively)	37,202	61,479
Accrued expenses and other current liabilities (including accrued expenses and other current liabilities of the consolidated VIEs without recourse to Renren Inc. of \$11,277 and \$17,498 as of December 31, 2016 and 2017, respectively; including accrued expenses and other current liabilities of the Plans without recourse to Renren Inc. of \$4 and \$4 as of December 31, 2016 and 2017, respectively)	19,781	45,898
Payable to investors (including payable to investors of the consolidated VIEs without recourse to Renren Inc. of \$182,810 and \$7,153 as of December 31, 2016 and 2017, respectively; including payable to investors of the Plans without recourse to Renren Inc. of \$141 and \$64,087 as of December 31, 2016 and 2017, respectively)	182,951	142,689
Amounts due to related parties (including amount due to related parties of the consolidated VIEs without recourse to Renren Inc. of \$222 and \$7,013 as of December 31, 2016 and 2017, respectively)	10,914	17,746
Deferred revenue (including deferred revenue of the consolidated VIEs without recourse to Renren Inc. of \$5,804 and \$10,164 as of December 31, 2016 and 2017, respectively)	5,954	11,489

RENREN INC.

CONSOLIDATED BALANCE SHEETS - continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	As of December 31,	
	2016	2017
Income tax payable (including income tax payable of the consolidated VIEs without recourse to Renren Inc. of \$7,163 and \$10,380 as of December 31, 2016 and 2017, respectively)	7,860	12,652
Contingent consideration (Note 5) (including contingent consideration of the consolidated VIEs without recourse to Renren Inc. of \$nil and \$5,944 as of December 31, 2016 and 2017, respectively)	-	5,944
Long-term debt – current (including long-term debt – current of the consolidated VIEs without recourse to Renren Inc. of \$nil and \$nil as of December 31, 2016 and 2017, respectively)	-	52,604
Total current liabilities	270,223	370,547
Long-term liabilities:		
Long-term debt (including long-term debt of the consolidated VIEs without recourse to Renren Inc. of \$nil and \$nil as of December 31, 2016 and 2017, respectively)	95,390	47,665
Long-term payable to investors (including long-term payable to investors of the Plans without recourse to Renren Inc. of \$59,916 and \$nil as of December 31, 2016 and 2017, respectively)	59,916	-
Long-term contingent consideration (Note 5) (including long-term contingent consideration of the consolidated VIEs without recourse to Renren Inc. of \$nil and \$60,850 as of December 31, 2016 and 2017, respectively)	-	60,850
Other non-current liabilities (including other non-current liabilities of the consolidated VIEs without recourse to Renren Inc. of \$nil and \$nil as of December 31, 2016 and 2017, respectively)	12,849	6,356
Total non-current liabilities	168,155	114,871
TOTAL LIABILITIES	\$ 438,378	\$ 485,418
Commitments (Note 23)		
Equity:		
Class A ordinary shares, \$0.001 par value, 3,000,000,000 shares authorized, 719,651,418 and 726,549,453 shares issued and outstanding as of December 31, 2016 and 2017, respectively	\$ 720	\$ 727
Class B ordinary shares, \$0.001 par value, 500,000,000 shares authorized, 305,388,450 and 305,388,450 shares issued and outstanding as of December 31, 2016 and 2017, respectively	305	305
Additional paid-in capital	1,266,592	1,303,117
Accumulated deficit	(542,746)	(653,173)
Statutory reserves	6,712	6,712
Accumulated other comprehensive income	6,883	17,116
Total Renren Inc. shareholders' equity	738,466	674,804
Noncontrolling interest	-	33,942
Total equity	738,466	708,746
TOTAL LIABILITIES AND EQUITY	\$ 1,176,844	\$ 1,194,164

(i) The Company consolidated Shanghai Renren Finance Leasing Asset-Backed Special Plans (the "Plans"), see Note 1.

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Net revenues:			
Used car sales	-	-	\$ 121,084
IVAS and others	\$ 32,507	\$ 34,047	51,749
Financing income	8,604	29,317	29,269
Total net revenues	41,111	63,364	202,102
Cost of revenues:			
Used car sales	-	-	116,385
IVAS and others	30,083	26,059	39,038
Financing income	6,637	25,708	28,975
Total cost of revenues	36,720	51,767	184,398
Gross profit	4,391	11,597	17,704
Operating expenses:			
Selling and marketing	30,502	21,276	28,954
Research and development	32,392	20,750	23,678
General and administrative	46,803	42,584	52,949
Total operating expenses	109,697	84,610	105,581
Loss from operations	(105,306)	(73,013)	(87,877)
Other (expenses) income	(7,058)	12,888	(1,369)
Interest income	2,190	919	2,029
Interest expenses	(2,041)	(12,439)	(10,185)
Realized (loss) gain on short-term investments	(98,112)	552	(100)
Realized gain on disposal of long-term investments	-	-	37,311
Impairment of long-term investments	(4,258)	(102,307)	(113,073)
Loss before provision of income tax and (loss) earnings in equity method investments and noncontrolling interest, net of tax	(214,585)	(173,400)	(173,264)
Income tax expenses	(3,124)	(2,470)	(4,479)
Loss before (loss) earnings in equity method investments and noncontrolling interest, net of tax	(217,709)	(175,870)	(177,743)
(Loss) earnings in equity method investments, net of tax	(5,468)	(18,183)	67,240
Loss from continuing operations	\$ (223,177)	\$ (194,053)	\$ (110,503)

RENREN INC.

CONSOLIDATED STATEMENTS OF OPERATIONS - continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Discontinued operations:			
Income from the operations of the discontinued operations, net of tax expenses of \$944, \$102 and \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	\$ 1,520	\$ 391	\$ -
Gain on deconsolidation of subsidiaries, net of tax of \$nil, \$454 and \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	-	8,310	-
Income from discontinued operations, net of tax expenses of \$944, \$556 and \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	1,520	8,701	-
Net loss	(221,657)	(185,352)	(110,503)
Net loss attributable to the noncontrolling interest	1,529	-	76
Net loss from continuing operations attributable to Renren Inc.	(221,648)	(194,053)	(110,427)
Net income from discontinued operations attributable to Renren Inc.	1,520	8,701	-
Net loss attributable to Renren Inc.	<u>\$ (220,128)</u>	<u>\$ (185,352)</u>	<u>\$ (110,427)</u>

RENREN INC.

CONSOLIDATED STATEMENTS OF OPERATIONS - continued
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Net loss per share:			
Net loss per share from continuing operations attributable to Renren Inc. shareholders:			
Basic	\$ (0.22)	\$ (0.19)	\$ (0.11)
Diluted	\$ (0.22)	\$ (0.19)	\$ (0.11)
Net income per share from discontinued operations attributable to Renren Inc. shareholders:			
Basic	\$ 0.00	\$ 0.01	\$ -
Diluted	\$ 0.00	\$ 0.01	\$ -
Net loss per share attributable to Renren Inc. shareholders:			
Basic	\$ (0.22)	\$ (0.18)	\$ (0.11)
Diluted	\$ (0.22)	\$ (0.18)	\$ (0.11)
Weighted average number of shares used in calculating net loss per share from continuing operations attributable to Renren Inc. shareholders:			
Basic	1,019,378,556	1,022,664,396	1,028,537,406
Diluted	1,019,378,556	1,022,664,396	1,028,537,406
Weighted average number of shares used in calculating net income per share from discontinued operations attributable to Renren Inc. shareholders:			
Basic	1,019,378,556	1,022,664,396	1,028,537,406
Diluted	1,027,236,202	1,027,176,963	1,028,537,406

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Net loss	\$ (221,657)	\$ (185,352)	\$ (110,503)
Other comprehensive income (loss), net of tax:			
Foreign currency translation	(7,777)	(10,994)	9,585
Net unrealized gain (loss) on available-for-sale investments, net of tax of \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	40,695	(18,518)	3,891
Transfer to statements of operations of realized gain on available-for-sale investments, net of tax of \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	(3,568)	(729)	(3,243)
Other comprehensive income (loss)	29,350	(30,241)	10,233
Comprehensive loss	(192,307)	(215,593)	(100,270)
Less: Comprehensive loss attributable to noncontrolling interest	1,529	-	76
Comprehensive loss attributable to Renren Inc.	<u>\$ (190,778)</u>	<u>\$ (215,593)</u>	<u>\$ (100,194)</u>

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In thousands of US dollars, except share data and per share data, or otherwise noted)

	Class A ordinary shares		Class B ordinary shares		Additional paid-in capital	Accumulated deficit	Statutory reserves	Accumulated other comprehensive income	Total Renren Inc.'s equity	Non- controlling interest	Total equity
	Shares	Amount	Shares	Amount							
Balance at January 1, 2015	720,040,971	\$ 720	305,388,450	\$ 305	\$ 1,224,393	\$ (137,266)	\$ 6,712	\$ 7,774	\$ 1,102,638	\$ (259)	\$ 1,102,379
Stock-based compensation	-	-	-	-	28,241	-	-	-	28,241	-	28,241
Other comprehensive income	-	-	-	-	-	-	-	29,350	29,350	-	29,350
Net loss	-	-	-	-	-	(220,128)	-	-	(220,128)	(1,529)	(221,657)
Exercise of share option and restricted shares vesting	5,236,230	5	-	-	1,362	-	-	-	1,367	-	1,367
Repurchase of ordinary shares	(10,912,110)	(11)	-	-	(10,281)	-	-	-	(10,292)	-	(10,292)
Purchase of noncontrolling interest in Jiehun China	-	-	-	-	119	-	-	-	119	(119)	-
Decrease in equity interest in Beijing Wanmen Education Technology Co., Ltd. ("Wanmen")	-	-	-	-	(751)	-	-	-	(751)	751	-
Balance at December 31, 2015	714,365,091	\$ 714	305,388,450	\$ 305	\$ 1,243,083	\$ (357,394)	\$ 6,712	\$ 37,124	\$ 930,544	\$ (1,156)	\$ 929,388
Stock-based compensation	-	-	-	-	23,544	-	-	-	23,544	-	23,544
Other comprehensive loss	-	-	-	-	-	-	-	(30,241)	(30,241)	-	(30,241)
Net loss	-	-	-	-	-	(185,352)	-	-	(185,352)	-	(185,352)
Exercise of share option and restricted shares vesting	5,286,327	6	-	-	1,144	-	-	-	1,150	-	1,150
Deconsolidation of Wanmen	-	-	-	-	(1,179)	-	-	-	(1,179)	1,156	(23)
Balance at December 31, 2016	719,651,418	\$ 720	305,388,450	\$ 305	\$ 1,266,592	\$ (542,746)	\$ 6,712	\$ 6,883	\$ 738,466	-	\$ 738,466
Stock-based compensation	-	-	-	-	28,016	-	-	-	28,016	-	28,016
Other comprehensive loss	-	-	-	-	-	-	-	9,477	9,477	756	10,233
Noncontrolling interest arising from an acquisition	-	-	-	-	-	-	-	756	756	24,499	25,255
Capital contribution from non-controlling shareholder	-	-	-	-	7,954	-	-	-	7,954	8,763	16,717
Net loss	-	-	-	-	-	(110,427)	-	-	(110,427)	(76)	(110,503)
Exercise of share option and restricted shares vesting	6,898,035	7	-	-	555	-	-	-	562	-	562
Balance at December 31, 2017	726,549,453	\$ 727	305,388,450	\$ 305	\$ 1,303,117	\$ (653,173)	\$ 6,712	\$ 17,116	\$ 674,804	33,942	\$ 708,746

The accompanying notes are integral part of these consolidated financial statements.

RENREN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Cash flows from operating activities:			
Net loss	\$ (221,657)	\$ (185,352)	\$ (110,503)
Adjustments to reconcile net loss to net cash used in operating activities:			
Share-based compensation expense	28,241	23,544	28,016
Gain on deconsolidation of subsidiaries	-	(12,895)	(1,825)
Loss (earnings) in equity method investments	4,943	18,183	(67,240)
Realized gain on disposal of long-term investments	-	-	(37,311)
Depreciation and amortization	8,935	2,678	2,029
Exchange loss on offshore accounts	174	4	-
Impairment on long-term investments	4,258	102,307	113,073
Loss on expiration of warrant	-	901	-
Interest income from long-term available-for-sale investment	-	(298)	(108)
Provision for doubtful accounts-accounts receivable	788	(205)	46
Provision for doubtful accounts- others	836	369	(39)
Provision for financing receivable losses	3,665	12,436	12,745
Write off of financing receivable	-	(119)	-
(Gain) loss on disposal of equipment	(988)	(95)	13
Loss (gain) on short-term investments and fair value change of derivatives	98,112	(552)	100
Realized gain on long-term available-for-sale investment	-	(729)	-
Fair value change of put option and liability-classified warrant	6,270	(105)	(195)
Fair value change of contingent consideration	-	-	2,545
Changes in operating assets and liabilities:			
Accounts and notes receivable	7,613	(881)	2,116
Financing receivable	(217)	10	(321)
Prepaid expenses and other current assets	(22,788)	7,934	(20,842)
Inventory	-	-	(76,605)
Other non-current assets	19,313	490	434
Intercompany loan to Online Gaming (see Note 4)	-	7,500	-
Accounts payable	1,266	797	12,599
Amounts due from/to related parties	1,260	1,167	7,514
Accrued expenses and other current liabilities	1,090	2,037	8,576
Interest payable to investors	870	(531)	(4,048)
Deferred revenue	397	2,780	4,109
Other non-current liabilities	966	5,332	5,862
Income tax payable	(2,624)	2,288	4,296
Profit distribution received from Japan Macro	9,235	-	-
Net cash used in operating activities	(50,042)	(11,005)	(114,964)
Cash flows from investing activities:			
Placement of restricted cash	(22,532)	(25,000)	(455,956)
Release of restricted cash	-	15,370	416,907
Decrease in term deposits	493,471	-	-
Proceeds from principal repayments of financing receivable	126,535	626,775	925,951
Payments to provide financing receivable	(289,041)	(799,174)	(748,725)
Proceeds from sale of trading securities	63,822	22,632	7,973
Proceeds from sale of available-for-sale securities	62,704	-	-
Proceeds from sale of derivative financial instruments	2,580	-	-
Proceeds from principal return on Series 2012-A Senior Secured Sofi Loan Notes ("SoFi Loan Note")	984	5,879	-

RENREN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS - continued
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Proceeds from sale of equity method investments	94	18,460	94,604
Proceeds from sales of cost method investment	-	-	32,726
Proceeds from capital withdrawal from equity method investees	60,279	29,634	148
Dividend received from trading and available-for-sales securities	176	-	-
Purchase of trading securities	(67,986)	(19,702)	(7,653)
Purchase of available-for-sale securities	(29,833)	-	-
Purchase of derivative financial instruments	(101,409)	(264)	-
Purchase of equity method investments, call option and warrant	(225,885)	(16,331)	(4,940)
Purchase of cost method investments	(179,262)	(28,344)	(5,673)
Purchase of long-term available-for-sale investments	(132,957)	(6,150)	(3,000)
Proceeds from disposal of equipment	1,084	142	63
Purchases of equipment and property	(806)	(357)	(135)
Purchases of intangible assets	(386)	-	-
Settlement of put option	-	(7,000)	-
Cash disposed of from deconsolidation of subsidiaries	-	(6,176)	(1,179)
Acquisition of subsidiaries, net of cash acquired	-	-	(23,305)
Loan to a noncontrolling shareholder	(1,930)	-	-
Loan to related parties	(4,775)	(14,625)	(11,113)
Proceeds from repayment of related party loans	4,775	11,701	8,871
Loans to third parties	(21,898)	(4,518)	(2,220)
Proceeds from repayment of third party loans	13,212	3,765	892
Net cash (used in) provided by investing activities	(248,984)	(193,283)	224,236
Cash flows from financing activities:			
Repurchase of ordinary shares	(10,292)	-	-
Proceeds from exercise of share options	1,231	1,430	262
Proceeds from investors	174,543	844,712	1,580,544
Payment to investors	(125,001)	(637,931)	(1,688,655)
Repayment of short-term borrowings	-	(108,292)	(24,060)
Repayment of long-term borrowings	-	(23,608)	(43,965)
Proceeds from short-term borrowings	107,134	39,072	65,859
Proceeds from long-term borrowings	130,885	-	26,639
Proceeds from loan provided by a related party	-	10,692	-
Placement of restricted cash	(100,000)	-	-
Release of restricted cash	-	100,000	-
Capital injection by noncontrolling shareholders	1,930	-	16,263
Net cash provided by (used in) financing activities	180,430	226,075	(67,113)
Net (decrease) increase in cash and cash equivalents	(118,596)	21,787	42,159
Cash and cash equivalents at beginning of year	183,025	60,837	79,370
Effect of exchange rate changes	(3,592)	(3,254)	7,066
Cash and cash equivalents at end of year	\$ 60,837	\$ 79,370	\$ 128,595
Supplemental schedule of cash flows information:			
Interest paid	2,793	\$ 12,249	\$ 10,729
Income taxes paid	\$ 6,744	\$ 123	\$ 180

RENREN INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS - continued
(In thousands of US dollars, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Schedule of non-cash activities:			
Payable for acquisition of property, plant and equipments included in accrued expenses and other liabilities	\$ 43	\$ 3	\$ 6
Purchase of long-term available-for-sale investment through exchange of equity interest in a subsidiary	-	1,742	-
Acquisition of business settled by forgiveness of financing receivable	-	-	21,201
Acquisition of entity through settlement of long-term investments	-	-	5,787
Acquisition of entity through settlement of loan to a related party	-	-	200
Acquisition of equity method investment through settlement of loan from a related party	<u>\$ -</u>	<u>4,905</u>	<u>-</u>

The accompanying notes are an integral part of these consolidated financial statements.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017 (In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES

Renren Inc. was incorporated in the Cayman Islands. Through its social networking internet platform, the Company, its consolidated subsidiaries, variable interest entities ("VIEs") and VIEs' subsidiaries (collectively referred to as the "Company") were primarily engaged in the operation of its social networking internet platform ("SNS") through which it provides online advertising services and internet value-added services ("IVAS") as well as the operation of financial services platform to provide internet finance services. During the second half year of 2017, the Company, through the acquisition of a number of used car dealerships in China, also started the business of used car trading which represented a significant portion of its operations for the year ended December 31, 2017. Refer to Note 5 for further details.

During 2015, the Company reached a resolution to dispose of its online gaming business ("Online Gaming"), which was subsequently sold in March 2016. The disposal of Online Gaming represented a strategic shift and had a major effect on the Company's result of operations. Accordingly, revenues and expenses and cash flows related to the Online Gaming entities have been reclassified in the accompanying consolidated financial statements as discontinued operations for all periods presented. The consolidated balance sheet as of December 31, 2015, consolidated statements of operations and consolidated statements of cash flows for the year ended December 31, 2015 have been adjusted to reflect this change.

Beginning with the fourth quarter of 2014, the Company launched Renren Fenqi platform ("Renren Fenqi"), a financial service platform which provides financing to college students in China for making purchases on e-commerce platforms. From the first quarter of 2015, the Company started to provide credit financing to used automobile dealers and apartment rental financing to individuals and apartment agents. Additionally, during 2015, the Company also launched Renren Licai ("Renren Licai"), a platform through which the Company identifies individual investors and transfers the creditors' rights arising from aforementioned financing to individual investors. Additionally, in August 2017, the Company stopped accepting new funds from Renren Licai. In the first and second quarter of 2016, the Company stopped providing apartment rental financing to individuals and apartment agents, and financing to college students, respectively. As of December 31, 2017, the principal element of the Company's financing business is its financing to used automobile dealers.

On September 30, 2016, the Company announced a plan to spin off a newly formed subsidiary, Oak Pacific Investment (the "OPI") that would hold the online talent show business ("Woxiu") and most of its investments in minority stakes in privately held companies. On December 22, 2016, the Company formed a special committee to review the terms of the proposed transaction. Subsequently, the Company revised the plan to substitute Beijing Zhenzhong Interactive Information Technology Co., Ltd ("Zhenzhong", a subsidiary of one of the Company's VIEs) for Woxiu. On April 30, 2018, the Company announced that OPI will offer newly issued ordinary shares of OPI in a private placement to those shareholders of Renren as of the Record Date who satisfy all three of the following criteria: (1) the shareholder is an "accredited investor," as such term is defined under the U.S. Securities Act of 1933, as amended, (2) the shareholder is a "qualified purchaser," as such term is defined under the U.S. Investment Company Act of 1940, as amended, and (3) the shareholder is not a resident of a jurisdiction where the offering would be illegal. Additionally, the Company also announced a cash dividend payable by Renren to all shareholders other than those shareholders who waive the cash dividend in connection with the private placement described above. The amount of the cash dividend will depend on the results of the private placement but Renren expects the cash dividend to be between US\$0.4831 and US\$0.6096 per ordinary share of Renren. The cash dividend and the private placement are part of an integrated series of transactions designed to address concerns that Renren may be deemed to be an investment company within the meaning of the Investment Company Act. Upon the closing of the private placement, Renren will no longer hold any shares of OPI and OPI will be entirely owned by the purchasers in the private placement. Following the transaction, the Company will no longer hold any shares of OPI and OPI will be deconsolidated from the Company's consolidated financial statements. Additionally, the Company concluded that the disposal of OPI represents a non-prorata distribution of shares of OPI to selected shareholders combined with a cash dividend to the remaining shareholders. The Company expects to account for the disposal of OPI at fair value and will record the distribution of OPI to selected shareholders and the payment of cash to the others at fair value in its consolidated financial statements at the time the transaction takes place.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

As of December 31, 2017, Renren Inc.'s subsidiaries, VIEs and VIEs' subsidiaries are as follows:

Name of Subsidiaries	Later of date of incorporation or acquisition	Place of incorporation	Percentage of legal ownership by Renren Inc.	Principal activities
<i>Subsidiaries:</i>				
CIAC/ChinaInterActiveCorp ("CIAC")	August 5, 2005	Cayman Islands	100%	Investment holding
Kaixin Auto Group (formerly named as Renren Wealth Inc.)	March 7, 2011	Cayman Islands	100%	Investment holding
Link224 Inc.	May 31, 2011	Cayman Islands	100%	Investment holding
Renren Lianhe Holdings	September 2, 2011	Cayman Islands	100%	Investment holding
Wole Inc.	October 27, 2011	Cayman Islands	100%	Investment holding
JiehunChina Inc. ("JiehunChina")	June 14, 2011	Cayman Islands	100%	Investment holding
Renren Gongying Inc.	October 2, 2015	Cayman Islands	100%	Investment holding
Renren Study Inc.	April 5, 2012	Cayman Islands	100%	Investment holding
Renren Finance, Inc.	December 15, 2014	Cayman Islands	100%	Internet business
Renren CRSP Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren CHYP Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren PLML Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren KURY Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren ONER Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren BLCR Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren ZHCH Holdings Inc.	October 14, 2016	Cayman Islands	100%	Investment holding
Renren LSTAR Holdings Inc.	October 17, 2016	Cayman Islands	100%	Investment holding
Renren CHRYPH Holdings Inc.	October 31, 2016	Cayman Islands	100%	Investment holding
Renren SF Holdings Inc.	January 9, 2017	Cayman Islands	100%	Investment holding
Oak Pacific Investment	September 14, 2017	Cayman Islands	100%	Investment holding
Jet Sound Hong Kong Company Limited	May 7, 2011	Hong Kong	100%	Investment holding
Renren Game Hong Kong Limited ("Game HK")	March 8, 2012	Hong Kong	100%	Investment holding
Renren Giant Way Limited ("Renren Giant Way")	May 17, 2012	Hong Kong	100%	Investment holding
Renren Lianhe (Hong Kong) Co. Limited.	May 16, 2016	Hong Kong	100%	Investment holding
Renren Winday Company Limited.	July 26, 2016	Hong Kong	100%	Investment holding
Renren Giantly Limited.	August 16, 2016	Hong Kong	100%	Investment holding
Renren Gentle Height Company Limited.	December 7, 2016	Hong Kong	100%	Investment holding
Chime Technologies, Inc.	September 7, 2012	USA	100%	Internet business
Renren U.S. Holdco, Inc.	July, 2017	USA	100%	Investment holding
Sindeo Inc.	July 3, 2017	USA	100%	Internet business
Geographic Farming LLC	August 24, 2017	USA	100%	Internet business
Trucker Path Inc.	December 28, 2017	USA	100%	Internet business
Qianxiang Shiji Technology Development (Beijing) Co., Ltd. ("Qianxiang Shiji")	March 21, 2005	PRC	100%	Investment holding
Beijing Woxiu Information Technology Co. Ltd. ("Beijing Woxiu")	October 27, 2011	PRC	100%	Investment holding
Beijing Jiexun Shiji Technology Development Co., Ltd. ("Jiexun Shiji")	April 26, 2012	PRC	100%	Investment holding
Renren Huijin (Tianjin) Technology Co., Ltd. ("Huijin")	October 10, 2012	PRC	100%	Investment holding
Joy Interactive (Beijing) Technology Development Co., Ltd.	April 24, 2013	PRC	100%	Investment holding
Shanghai Renren Financial Leasing Co., Ltd	May 25, 2015	PRC	100%	Internet business
Qianxiang Lianhe Technology Development (Beijing) Co., Ltd	November 12, 2016	PRC	100%	Internet business
Shanghai Renren Automobile Technology Co., Ltd	August 18, 2017	PRC	100%	Investment holding

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

Renren Zhenhan Technology Development (Beijing) Co., Ltd	November 13, 2017	PRC	100%	Investment holding
<i>Variable Interest Entities:</i>				
Beijing Qianxiang Tiancheng Technology Development Co., Ltd. ("Qianxiang Tiancheng")	October 28, 2002	PRC	N/A	IVAS business
Guangzhou Xiuxuan Brokers Co., Ltd. ("Guangzhou Xiuxuan")	September 22, 2014	PRC	N/A	IVAS business
Beijing Qianxiang Yixin Technology Development Co., Ltd	September 1, 2016	PRC	N/A	Investment holding
Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. ("Shanghai Changda")	October 25, 2010	PRC	N/A	Internet business
Shanghai Jieying Automobile Sales Co., Ltd. ("Shanghai Jieying")	February 27, 2017	PRC	N/A	Automobile business
<i>Subsidiaries of Variable Interest Entities:</i>				
Beijing Qianxiang Wangjing Technology Development Co., Ltd. ("Qianxiang Wangjing")	November 11, 2008	PRC	N/A	Internet business
Beijing Wole Shijie Information Technology Co., Ltd. ("Wole Shijie")	October 27, 2011	PRC	N/A	Technology development and service
Beijing Kirin Wings Technology Development Co., Ltd.	January 16, 2013	PRC	N/A	Internet business
Beijing Zhenzhong Hudong Information Technology Co., Ltd.	December 23, 2014	PRC	N/A	Internet business
Shanghai Wangjing Commercial Factoring Co., Ltd.	July 28, 2015	PRC	N/A	Factoring business
Beijing Jingwei Zhihui Information Technology Co., Ltd. ("Jingwei Zhihui")	March 19, 2014	PRC	N/A	Internet business
Shanghai Wangjing Investment Management Co., Ltd.	April 20, 2015	PRC	N/A	Internet business
Shanghai Mumian Interactive Internet Information Service Co., Ltd.	June 16, 2016	PRC	N/A	IVAS business
Fenqi Winday Company Limited,	February 29, 2016	Hong Kong	N/A	Internet business
Guangzhou Qunge Information Technology Co., Ltd.	August 26, 2016	PRC	N/A	IVAS business
Tianjin Zhenzhong Interactive Information Technology Co., Ltd.	April 8, 2016	PRC	N/A	Investment holding
Beijing Qianxiang Wanxin Technology Development Co., Ltd.	November 18, 2016	PRC	N/A	Investment holding
Shanghai Heiguo Internet Information Technology Co., Ltd.	February 27, 2017	PRC	N/A	Investment holding
Renren (Tianjin) Insurance Broker Co., Ltd.	August 24, 2017	PRC	N/A	Investment holding
Renren Zhencai Technology Development (Beijing) Co., Ltd.	December 15, 2017	PRC	N/A	Investment holding
Jieying Baolufeng Automobile Sales (Shenyang) Co., Ltd.	June 14, 2017	PRC	N/A	Automobile business
Chongqing Jieying Shangyue Automobile Sales Co., Ltd.	July 3, 2017	PRC	N/A	Automobile business
Jiangsu Jieying Ruineng Automobile Sales Co., Ltd.	May 16, 2017	PRC	N/A	Automobile business
Dalian Yiche Jieying Automobile Sales Co., Ltd.	June 27, 2017	PRC	N/A	Automobile business
Henan Jieying Hengxin Automobile Sales Co., Ltd.	June 29, 2017	PRC	N/A	Automobile business

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
 FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
 (In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

Shandong Jieying Huaqi Automobile Service Co., Ltd.	July 20, 2017	PRC	N/A	Automobile business
Neimenggu Jieying Kaihang Automobile Sales Co., Ltd.	July 14, 2017	PRC	N/A	Automobile business
Hangzhou Jieying Yifeng Automobile Sales Co., Ltd.	August 1, 2017	PRC	N/A	Automobile business
Jilin Jieying Taocheguan Automobile Sales Co., Ltd.	October 31, 2017	PRC	N/A	Automobile business
Suzhou Jieying Chemaishi Automobile Sales Co., Ltd.	October 27, 2017	PRC	N/A	Automobile business
Cangzhou Jieying Bole Automobile Sales Co., Ltd.	August 10, 2017	PRC	N/A	Automobile business
Shanghai Jieying Diyi Automobile Sales Co., Ltd.	October 19, 2017	PRC	N/A	Automobile business
Ningxia Jieying Xianzhi Automobile Sales Co., Ltd.	July 26, 2017	PRC	N/A	Automobile business
Wuhan Jieying Chimei Automobile Sales Co., Ltd.	November 20, 2017	PRC	N/A	Automobile business

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
(In thousands of US dollars, except share data and per share data, or otherwise noted)

1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements

PRC regulations currently limit direct foreign ownership of business entities providing value-added telecommunications services, online advertising services and internet services in the PRC where certain licenses are required for the provision of such services. To comply with these PRC regulations, the Company conducts substantially all of its businesses through the VIE Qianxiang Tiancheng as well as its respective subsidiaries. Prior to March 2016, the Company also conducted its business through a VIE Jingwei Zhihui, which became a wholly owned subsidiary of Qianxiang Tiancheng in March 2016. Qianxiang Tiancheng is mainly engaged in the provision of online advertising, IVAS and internet finance services. Jingwei Zhihui is mainly engaged in the provision of internet finance services. From June 2017, the Company also operates the used car trading business through a newly found VIE, Shanghai Jieying.

Qianxiang Shiji ("WFOE"), a wholly owned subsidiary of CIAC, and Shanghai Renren Automotive Technology Co., Ltd, or Shanghai Automotive ("WFOE"), a wholly owned subsidiary of Jet Sound Hong Kong Company Limited., entered into a series of contractual arrangements with the VIEs that enable the Company to (1) have power to direct the activities that most significantly affects the economic performance of the VIEs, and (2) receive the economic benefits of the VIEs that could be significant to the VIEs. Accordingly, the Company is considered the primary beneficiary of the VIEs and has consolidated the VIEs' financial results of operations, assets and liabilities in the Company's consolidated financial statements. In making the conclusion that the Company is the primary beneficiary of the VIEs, the Company believes the Company's rights under the terms of the exclusive option agreement and power of attorney are substantive given the substantive participating rights held by SB Pan Pacific Corporation as it relates to operating matters, which provide it with a substantive kick out right.

More specifically, the Company believes the terms of the contractual agreements are valid, binding and enforceable under PRC laws and regulations currently in effect. In particular the Company also believes that the minimum amount of consideration permitted by the applicable PRC law to exercise the exclusive option does not represent a financial barrier or disincentive for the Company to currently exercise its rights under the exclusive option agreement. A simple majority vote of the Company's board of directors is required to pass a resolution to exercise the Company's rights under the exclusive option agreement, for which the consent from Mr. Joe Chen, who holds the most voting interests in the Company and is also the Company's chairman and CEO, is not required. The Company's rights under the exclusive option agreement give the Company the power to control the shareholders of the VIEs and thus the power to direct the activities that most significantly impact the VIEs' economic performance. In addition, the Company's rights under the powers of attorney also reinforce the Company's abilities to direct the activities that most significantly impact the VIEs' economic performance. The Company also believes that this ability to exercise control ensures that the VIEs will continue to execute and renew service agreements and pay service fees to the Company. By charging service fees at the sole discretion of the Company, and by ensuring that service agreements are executed and renewed indefinitely, the Company has the rights to receive substantially all of the economic benefits from the VIEs.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

The VIEs and their subsidiaries hold the requisite licenses and permits necessary to conduct the Company's business under the current business arrangements.

The contractual agreements below provide the Company with the power to direct the activities that most significantly affect the economic performance of the VIEs and enable the Company to receive substantially all of economic benefits and absorb the losses of the VIEs.

- (1) *Power of Attorney*: WFOEs hold irrevocable power of attorney executed by the legal owners of the VIEs to exercise their voting rights on, including but not limited to dividend declaration, all matters at meetings of the legal owners of the VIEs and through such power of attorney has the right to control the operations of the VIEs. The power of attorney for Qianxiang Tiancheng will remain in force for ten years until December 22, 2020, and will be automatically renewed upon the extension of the terms of the relevant business operations agreements until the earlier of the following events: (i) nominee loses his/her position in Qianxiang Shiji or Qianxiang Shiji issue a written notice to dismiss or replace nominee; and (ii) the business operations agreements among Qianxiang Shiji, Qianxiang Tiancheng and Qianxiang Tiancheng's shareholders terminate or expire. The power of attorney for Shanghai Jieying became effective on August 18, 2017 and will remain effective as long as Shanghai Jieying exist. The shareholders of Shanghai Jieying do not have the right to terminate or revoke the power of attorney without the prior written consent of Shanghai Automotive.
- (2) *Business Operations Agreement*: The business operations agreements specifically and explicitly grant WFOEs the principal operating decision making rights, such as appointment of the directors and executive management, of the VIEs.

The terms of the business operations agreements are ten years and will be extended automatically for another ten years unless the WFOEs provide a 30-day advance written notice to the VIEs and to each of the VIEs' shareholders requesting not to extend the term three months prior to the expiration dates of December 22, 2020 and August 17, 2027, respectively. Neither the VIEs nor any of the VIEs' shareholders may terminate the agreements during the terms or the extensions of the terms.

RENREN INC.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

- (3) *Exclusive Equity Option Agreement* : Under the exclusive equity option agreement, the WFOEs have the exclusive right to purchase the equity interests of the VIEs from the registered legal equity owners as far as PRC regulations permit a transfer of legal ownership to foreign ownership. The WFOEs can exercise the purchase right at any portion and any time in the 10-year agreement period.

Without the WFOE's consent, the VIEs' shareholders shall not transfer, donate, pledge, or otherwise dispose their equity shareholdings in the VIEs in any way. The equity option agreement will remain in full force and effect until the earlier of: (i) the date on which all of the equity interests in the VIEs have been acquired by the respective WFOE or its designated representative(s); or (ii) the receipt of the 30-day advance written termination notice issued by the respective WFOE to the shareholders of the VIEs. The term of these agreements will be automatically renewed upon the extension of the term of the relevant exclusive equity option agreement.

- (4) *Spousal Consent Agreement*: The spouse of each of the shareholders of Qianxiang Tiancheng acknowledged that certain equity interests of Qianxiang Tiancheng held by and registered in the name of his/her spouse will be disposed of pursuant to the equity option agreements. These spouses understand that such equity interests are held by their respective spouse on behalf of Qianxiang Shiji, and they will not take any action to interfere with the disposition of such equity interests, including, without limitation, claiming that such equity interests constitute communal property of marriage.

The spouse of each of the shareholders of Shanghai Jieying acknowledged that certain equity interests of Shanghai Jieying, held by and registered in the name of his/her spouse would be disposed of pursuant to the loan agreement, equity option agreement and equity interest pledge agreement of which they were respectively a party, and they will not take any action to interfere with such arrangement, including claiming that such equity interests constitute property or communal property between his/her spouse and himself/herself.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

- (5) *Exclusive Technical and Consulting Services Agreement* : The WFOEs and registered shareholders irrevocably agree that the WFOEs shall be the exclusive technology service provider to the VIEs in return for a service fee which is determined at the sole discretion of the WFOEs.

The term of each of agreement is ten years and will be extended automatically for another ten years unless terminated by the WFOEs. The WFOEs can terminate the agreement at any time by providing a 30-day prior written notice. The VIEs are not permitted to terminate the agreements prior to the expiration of the terms by December 22, 2020 and August 17, 2027, respectively, unless the WFOEs fail to comply with any of their obligations under this agreement and such breach makes the WFOEs unable to continue to perform the agreements.

- (6) *Intellectual Property License Agreement*: The WFOEs and registered shareholders agree that the WFOEs shall have the exclusive right to license its intellectual property rights to the VIEs in return for a license fee. The license fee is determined at the discretion of the Company. The term of these agreements will be automatically renewed upon the extension of the term of the relevant intellectual property license agreement.

The term of the agreement will be extended for another five years with both parties' consents. The WFOEs may terminate the agreement at any time by providing a 30-day prior written notice. Any party may terminate the agreement immediately with written notice to the other party if the other party materially breaches the relevant agreement and fails to cure its breach within 30 days from the date it receives the written notice specifying its breach from the non-breaching party. The parties will review the agreement every three months and determine if any amendment is needed.

- (7) *Loan Agreements*: Under loan agreements between the WFOEs and each of the shareholders of the VIEs, the WFOEs made interest-free loans to the shareholders of exclusively for the purpose of the initial capitalization and the subsequent financial needs of the VIEs. The loans can only be repaid with the proceeds derived from the sale of all of the equity interests in the VIEs to the WFOEs or their designated representatives pursuant to the equity option agreements. The term of each of these loans is ten years from the actual drawing down of such loans by the shareholders of the VIEs, and will be automatically extended for another ten years unless a written notice to the contrary is given by the WFOEs to the shareholders of the VIEs three months prior to the expiration of the loan agreements.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

- (8) *Equity Interest Pledge Agreement*: Shareholders of the VIEs have pledged all of their equity interests in the VIEs with their respective WFOEs and the WFOEs are entitled to certain rights to sell the pledged equity interests through auction or other means if the VIEs or the shareholders default in their obligations under other above-stated agreements.

These agreements are substantially the same, and that the equity interest pledge has become effective and will expire on the earlier of: (i) the date on which the VIEs and their shareholders have fully performed their obligations under the loan agreements, the exclusive technical service agreement, the intellectual property right license agreement and the equity option agreements; (ii) the enforcement of the pledge by the WFOEs pursuant to the terms and conditions under this agreement to fully satisfy its rights under such agreements; or (iii) the completion of the transfer of all equity interests of the VIEs by the shareholders of the VIEs to another individual or legal entity designated by the WFOEs pursuant to the equity option agreement and no equity interests of the VIEs are held by such shareholders.

Risks in relation to the VIE structure

The Company and the Company's legal counsel believe that Qianxiang Shiji's and Shanghai Automotive's contractual arrangements with the VIEs 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 the VIEs 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, for example by influencing the VIEs not to pay the service fees when required to do so. If the legal structure and contractual arrangements were found to be in violation of PRC laws and regulations, the PRC government could:

- Revoke the business and operating licenses of the WFOEs, the VIEs and their subsidiaries;
- Discontinue or restrict the operations of any related-party transactions among the WFOEs, the VIEs and their subsidiaries;
- Impose fines or other requirements on the WFOEs, the VIEs and their subsidiaries;
- Require the Company or the WFOEs, the VIEs and their subsidiaries to revise the relevant ownership structure or restructure operations; and/or
- Restrict or prohibit the Company's use of the proceeds of the additional public offering to finance the Company's business and operations in China.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

The Company's ability to conduct its business including online advertising, online gaming (discontinued after the Company's resolution to dispose of Online Gaming in 2015), online talent show, other internet value added services, used car trading business and internet finance services may be negatively affected if the PRC government were to carry out any of the aforementioned actions. As a result, the Company may not be able to consolidate the VIEs and the VIEs' subsidiaries in its consolidated financial statements as it may lose the ability to exert effective control over the VIEs and the VIEs' subsidiaries and shareholders, and it may lose the ability to receive economic benefits from the VIEs and the VIEs' subsidiaries.

Certain shareholders of the VIEs are also shareholders of the Company. The interests of the shareholders of the VIEs 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, for example by influencing the VIEs not to pay the service fees when required to do so. The Company cannot assure that when conflicts of interest arise, shareholders of the VIEs will act in the best interests of the Company or that conflicts of interests will be resolved in the Company's favor. Currently, the Company does not have existing arrangements to address potential conflicts of interest the shareholders of the VIEs may encounter in their capacity as beneficial owners and directors of the VIEs. The Company believes the shareholders of the VIEs will not act contrary to any of the contractual arrangements and the exclusive option agreements provide the Company with a mechanism to remove the current shareholders of the VIEs as beneficial shareholders of the VIEs should they act to the detriment of the Company. The Company relies on the current shareholders of VIEs whom also are directors and executive officers of the Company, to fulfill their fiduciary duties and abide by laws of Cayman Islands and act in the best interest of the Company or that conflicts will be resolved in the Company's favor. If the Company cannot resolve any conflicts of interest or disputes between the Company and the shareholders of the VIEs, the Company would have to rely on legal proceedings, which could result in disruption of its business, and there is substantial uncertainty as to the outcome of any such legal proceedings.

The Company's ability to control the VIEs also depends on the power of attorney that the WFOEs have to vote on all matters requiring shareholder approval in the VIEs. As noted above, the Company believes this power of attorney is legally enforceable but may not be as effective as direct equity ownership.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

The following financial statement balances and amounts of the Company's VIEs were included in the accompanying consolidated financial statements after elimination of intercompany balances and transactions between the offshore companies, WFOEs, VIEs and VIEs' subsidiaries. As of December 31, 2016 and 2017, the balance of the amounts payable by the VIEs and their subsidiaries to the WFOEs related to the service fees were \$ nil.

	As of December 31,	
	2016	2017
Cash and cash equivalents	\$ 55,908	\$ 8,188
Restricted cash	288	51
Short-term investments	410	-
Accounts receivable, net	4,702	1,584
Financing receivable, net	228,224	145
Inventory	-	95,012
Prepaid expenses and other current assets	17,988	37,422
Amounts due from related parties	10,219	11,624
Total current assets	317,739	154,026
Long-term financing receivable, net	330	-
Property and equipment, net	1,058	507
Long-term investments	36,470	43,979
Goodwill	-	89,274
Other non-current assets	876	835
Total non-current assets	38,734	134,595
Total assets	\$ 356,473	\$ 288,621
Accounts payable	\$ 5,423	\$ 19,476
Short-term debt	7,202	12,296
Accrued expenses and other current liabilities	11,277	17,498
Payable to investors	182,810	7,153
Amounts due to related parties	222	7,013
Deferred revenue	5,804	10,164
Contingent consideration	-	5,944
Income tax payable	7,163	10,380
Total current liabilities	219,901	89,924
Long-term contingent consideration	-	60,850
Total non-current liabilities	-	60,850
Total liabilities	\$ 219,901	\$ 150,774

RENREN INC.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

The VIE arrangements - continued

	Years ended December 31,		
	2015	2016	2017
Net revenues	\$ 39,017	\$ 61,948	\$ 181,253
Loss from continuing operations	\$ (68,991)	\$ (31,997)	\$ (42,245)
Income from discontinued operations	\$ 4,302	\$ 829	\$ -
	Years ended December 31,		
	2015	2016	2017
Net cash provided by (used in) operating activities	\$ 34,652	\$ 68,374	\$ (146,911)
Net cash (used in) provided by investing activities	\$ (102,061)	\$ (187,621)	\$ 22,943
Net cash provided by financing activities	\$ 55,928	\$ 148,080	\$ 37,208

The VIEs contributed an aggregate of 94.9%, 97.8% and 89.7% of the consolidated net revenues for the years ended December 31, 2015, 2016 and 2017, respectively. As of the fiscal years ended December 31, 2016 and 2017, the VIEs accounted for an aggregate of 30.3% and 24.2%, respectively, of the consolidated total assets, and 50.2% and 31.1%, respectively, of the consolidated total liabilities. The assets not associated with the VIEs primarily consist of cash and cash equivalents and long-term investments.

There are no consolidated VIEs' assets that are collateral for the VIEs' obligations and can only be used to settle the VIEs' obligations. There are no creditors (or beneficial interest holders) of the VIEs that have recourse to the general credit of the Company or any of its consolidated subsidiaries. There are no terms in any arrangements, considering both explicit arrangements and implicit variable interests, which require the Company or its subsidiaries to provide financial support to the VIEs. However, if the VIEs ever need financial support, the Company or its subsidiaries may, at its option and subject to statutory limits and restrictions, provide financial support to its VIEs through loans to the shareholders of the VIEs or entrustment loans to the VIEs.

Relevant PRC laws and regulations restrict the VIEs from transferring a portion of its net assets, equivalent to the balance of its statutory reserve and its share capital, to the Company in the form of loans and advances or cash dividends. Please refer to Note 26 for disclosure of restricted net assets.

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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

Consolidated Plans

In January 2016 and September 2016, the Company originated the issuance of two Shanghai Renren Finance Leasing Asset-Backed Special Plans, approximating \$46.1 million (RMB299.8 million) and \$78.5 million (RMB510.6 million), respectively. The Plans are collateralized by certain financing receivables arising from the Company's used car financing business. The plan will expire by the end of May 2018.

The Plans consist of three tranches: AAA-rated senior securities (covering 68.0% and 70.5% of the total securities issued, respectively) and AA-rated senior securities (covering 10.5% and 11.0% of the total securities issued, respectively) which were purchased by external investors, and subordinate securities (covering 21.5% and 18.5% of the total securities issued, respectively) held by the Company. The Company also provided a guarantee to secure the full repayment of the principal and interest of the external investors in the Plans.

The Company holds significant variable interests in the Plans through holding the subordinate securities and the guarantee provided, from which the Company has the right to receive benefits from the Plans that could potentially be significant to the Plans.

The Company also has power to direct the activities of the Plans that most significantly impact the economic performance of the Plans by making revolving purchases of underlying financing receivables and providing payment collection services from the underlying financing receivables.

Accordingly, the Company is considered the primary beneficiary of the Plans and has consolidated the Plans' assets, liabilities, results of operations, and cash flows in the accompanying consolidated financial statements.

The assets of the Plans are not available to creditors of the Company. In addition, the investors of the Plans have no recourse against the assets of the Company.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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1. ORGANIZATION AND PRINCIPAL ACTIVITIES - continued

Consolidated Plans-continued

The following financial statement amounts and balances of the Plans were included in the accompanying consolidated financial statements after elimination of intercompany transactions and balances:

	<u>As of December 31,</u>	
	<u>2016</u>	<u>2017</u>
Financing receivable, net	\$ 73,549	\$ 78,485
Total assets	<u>\$ 73,549</u>	<u>\$ 78,485</u>
Accrued expenses and other current liabilities	\$ 4	\$ 4
Payable to investors	141	64,087
Long-term payable to investors	<u>59,916</u>	<u>-</u>
Total liabilities	<u>\$ 60,061</u>	<u>\$ 64,091</u>

	<u>Years ended December 31,</u>		
	<u>2015</u>	<u>2016</u>	<u>2017</u>
Net revenues	-	-	-
Net loss	<u>-</u>	<u>\$ 375</u>	<u>\$ 91</u>

	<u>Years ended December 31,</u>		
	<u>2015</u>	<u>2016</u>	<u>2017</u>
Net cash provided by operating activities	-	-	-
Net cash provided by investing activities	-	-	-
Net cash provided by financing activities	<u>-</u>	<u>-</u>	<u>-</u>

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Principles of consolidation

The consolidated financial statements of the Company include the financial statements of Renren Inc., its subsidiaries, its VIEs and VIEs' subsidiaries. All inter-companies transactions and balances are eliminated upon consolidation.

Business combinations

Business combinations are recorded using the acquisition method of accounting. The Company elected to early adopt ASU 2017-01 "Business Combination (Topic 805): Clarifying the Definition of a Business" on January 1, 2017 and applied the new definition of a business prospectively for acquisitions made during the year ended December 31, 2017. Upon the early adoption of ASU 2017-01, a new screen is introduced to evaluate whether a transaction should be accounted for as an acquisition and/or disposal of a business versus assets. In order for a purchase to be considered an acquisition of a business, and receive business combination accounting treatment, the set of transferred assets and activities must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. If substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, then the set of transferred assets and activities is not a business. The adoption of this standard requires future purchases to be evaluated under the new framework.

The purchase price of business acquisition is allocated to the tangible assets, liabilities, identifiable intangible assets acquired and non-controlling interest, if any, based on their estimated fair values as of the acquisition date. The excess of the purchase price over those fair values is recorded as goodwill. Acquisition-related expenses and restructuring costs are expensed as incurred.

Where the consideration in an acquisition includes contingent consideration and the payment of which depends on the achievement of certain specified conditions post-acquisition, the contingent consideration is recognized and measured at its fair value at the acquisition date and if recorded as a liability, it is subsequently carried at fair value with changes in fair value reflected in earnings.

Use of estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenues and expenses in the financial statements and accompanying notes. Significant accounting estimates reflected in the Company's consolidated financial statements include, but are not limited to, revenue recognition, allowance for financing receivable, allowance for doubtful accounts, share-based compensation, deferred tax valuation allowance, income taxes, impairment of goodwill and indefinite-lived intangible assets, fair value of derivative financial instruments and long-term available-for-sale investments, impairment of long-term and short-term investments, the price purchase allocation and the fair value of contingent consideration for business acquisition.

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Restricted cash

Restricted cash primarily consists of cash deposits used to secure debt borrowings of the Company which is expected to be released in accordance with the debt agreement.

The restriction will lapse when the related debt agreement is paid off. The current portion of restricted cash represents cash deposited into bank accounts which is expected to be released within the next twelve months. The non-current portion of restricted cash represents cash deposited into bank accounts which is not expected to be released within the next twelve months. Non-current restricted cash is recorded in other non-current assets and amounted to \$323 and \$26,075 as of December 31, 2016 and 2017, respectively.

Fair value

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

Authoritative literature provides a fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The level in the hierarchy within which the fair value measurement in its entirety falls is based upon the lowest level of input that is significant to the fair value measurement as follows:

- Level 1-inputs are based upon unadjusted quoted prices for identical assets or liabilities traded in active markets.
- Level 2-inputs are based upon quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3-inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Investments

(1) Short-term investments

The Company's short-term investments comprise of marketable securities which is classified as trading, available-for-sale investments, and derivative financial instruments that are regarded as assets. The trading investments are reported at fair values with the changes in fair values of those investments recognized as gain or loss. The available-for-sale investments are reported at fair values with the unrealized gains or losses recorded as accumulated other comprehensive income in equity. The Company's derivative financial instruments are measured at fair value. The changes in fair values of those derivative instruments are recognized as gain or loss in the consolidated statements of operations.

The Company reviews its available-for-sale short-term investments for other-than-temporary impairment ("OTTI") based on the specific identification method. The Company considers available quantitative and qualitative evidence in evaluating the potential impairment of its short-term investments. If the cost of an investment exceeds the investment's fair value, the Company considers, among other factors, general market conditions, expected future performance of the investees, the duration and the extent to which the fair value of the investment is less than the cost, and the Company's intent and ability to hold the investment. The Company separates the amount of the OTTI into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings, which represents the difference between a security's amortized cost basis and the discounted present value of expected future cash flows. The amount due to other factors is recognized in the consolidated statements of comprehensive loss if the entity neither intends to sell and will not more likely than not be required to sell the security before recovery. The difference between the amortized cost basis and the cash flows expected to be collected is accreted as interest income.

(2) Long-term investments

Equity method investments

Equity investment in common stock or in-substance common stock of an entity where the Company can exercise significant influence, but not control, is accounted for using the equity method. Significant influence is generally considered to exist when the Company has an ownership interest in the voting stock of the investee between 20% and 50%. Other factors, such as representation on the investee's board of directors, voting rights and the impact of commercial arrangements are also considered in determining whether the equity method of accounting is appropriate. An investment in in-substance common stock is an investment in an entity that has risk and reward characteristics that are substantially similar to that entity's common stock. The Company considers subordination, risks and rewards of ownership and obligation to transfer value when determining whether an investment in an entity is substantially similar to an investment in that entity's common stock.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Investments - continued

(2) Long-term investments - continued

Equity method investments - continued

Under the equity method, the investment is initially recorded at cost and adjusted for the Company's share of undistributed earnings or losses of the investee. Investment losses are recognized until the investment is fully written down as the Company does not guarantee the investee's obligations nor it is committed to provide additional funding.

When the Company's carrying value in an equity method affiliated company is reduced to zero, no further losses are recorded in the Company's consolidated financial statements unless the Company guaranteed obligations of the affiliated company or has committed additional funding. When the affiliated company subsequently reports income, the Company will not record its share of such income until it exceeds the amount of its share of losses not previously recognized.

The Company's management regularly evaluates the impairment of the equity investment based on performance and the financial position of the investee as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investee's cash position, recent financings, projected and historical financial performance, cash flow forecasts and financing needs. An impairment charge is recorded when the carrying amount of the investment exceeds its fair value and this condition is determined to be other-than-temporary.

Cost method investments

For equity investments in an investee that are not considered debt securities or equity securities that have readily determinable fair values and over which the Company neither has significant influence nor control, the Company carries the investment at cost and recognizes income as any dividends declared from distribution of investee's earnings. The Company reviews the cost method investments for impairment whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. An impairment loss is recognized in earnings equal to the difference between the investment's cost and its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value of the investment would then become the new cost basis of the investment.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Investments - continued

(2) Long-term investments - continued

Available-for-sale investment

The Company's investments in convertible redeemable preferred shares and convertible debt are classified as available-for-sale investments which are reported at fair value, with unrealized gains and losses recorded in accumulated other comprehensive income. The Company monitors the investments for OTTI by considering factors including, but not limited to, current economic and market conditions, the operating performance of the investees including current earnings trends, the Company's intent and ability to hold the investment as well as other company-specific information. An impairment loss on the available-for-sale securities is recognized in the consolidated statements of operations and comprehensive income when the decline in value is determined to be other-than-temporary.

Accounts receivable and allowance for doubtful accounts

Accounts receivable represents those receivables derived in the ordinary course of business from continuing operations which mainly consists of IVAS. An allowance for doubtful accounts is provided based on aging analyses of accounts receivable balances, historical bad debt rates, repayment patterns and customer credit worthiness.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Financing receivable

Financing receivable represents receivables derived from the internet finance business. Financing receivable is recorded at amortized cost, reduced by a valuation allowance estimated as of the balance sheet date. The amortized cost of a financing receivable is equal to the unpaid principal balance, plus net deferred origination costs. Net deferred origination costs are comprised of certain direct origination costs, net of origination fees received. Origination fees include fees charged to the individuals or companies that increase the financing's effective yield. Direct origination costs in excess of origination fees received are included in the financing receivable and amortized over the financing term using the effective interest method. Financing origination costs are limited to direct costs attributable to originating the financing, including commissions and personnel costs directly related to the time spent by those individuals performing activities related to the origination.

Due to limitations imposed by PRC laws and regulations, the Company appointed a senior management member (the "Intermediary") to act as an intermediary to facilitate certain financing services for its internet finance business (the "Intermediary Business Model"). Under the Intermediary Business Model, each individual or company is arranged to sign the financing agreement with the Intermediary. The Company provides funds to the Intermediary to finance the individuals or companies in accordance with the financing agreement. Immediately upon signing a financing agreement with an individual or a company, the Intermediary then transfers all of the creditor's rights arising from the financing agreement to the Company. Additionally, once investors are identified by the Company on Renren Licai, the Company transfers the underlying creditor's rights to the investors through the Intermediary. The Company, through the Intermediary, agrees to repurchase the creditor's rights from the investors prior to or upon the maturity of the investment period therefore acting as a principal in the transaction.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Financing receivable - continued

Under the Intermediary Business Model, the Intermediary is acting as an agent for the Company. As noted above, the funds provided to the individuals and companies are obtained from the Company who further agrees to take all the risk arising from the potential breaches of agreement by the individuals or the companies receiving financing. Additionally, the Intermediary's role is restricted to sign agreements with individuals and companies receiving financing, and investors and the Intermediary has no obligation to make any repayment to the investors once the creditors' rights are transferred. As such, the Intermediary never puts his own funds at risk and bears no risk in the arrangement and is considered an agent.

In May 2016, the Company terminated all of its financing business conducted under the Intermediary Business Model. All subsequent financing has been performed by the Company.

Allowance for financing receivable

An allowance for financing receivable is established through periodic charges to the provision for financing receivable losses when the Company believes that the future collection of principal is unlikely. Subsequent recoveries, if any, are recorded as credits against the allowance. The Company evaluates the creditworthiness of its portfolio based on a pooled basis due to the composition of homogeneous financing with similar size and general credit risk characteristics for similar financing businesses. The Company considers the credit worthiness of the individuals and the companies receiving financing, aging of the outstanding financing receivable and other specific circumstances related to the financing when determining the allowance for financing receivable. The allowance is subjective as it requires material estimates including such factors as known and inherent risks in the financing portfolio, adverse situation that may affect the ability of the individuals and the companies receiving financing to repay and current economic conditions. Recovery of the carrying value of financing receivable is dependent to a great extent on conditions that are beyond the Company's control.

Nonaccrual financing receivable

Financing income is calculated based on the contractual rate of the financing and recorded as financing income over the life of the financing using the effective interest method. Financing receivables are placed on non-accrual status upon reaching 90 days past due for these arising from financing for installment sales and apartment rental financing, or when reasonable doubt exists as to the full, timely collection of the financing receivable. When a financing receivable is placed on non-accrual status, the Company stops accruing financing income. Financing receivable is returned to accrual status if the related individual or company has performed in accordance with the contractual terms for a reasonable period of time and, in the Company's judgment, will continue to make period principal and financing income payments as scheduled. The Company writes off its nonaccrual financing receivable by considering factors including (i) death of the borrower; or (ii) its inability to reach the borrower.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Transfer of financial instruments

Sales and transfers of financial instruments are accounted under authoritative guidance for the transfers and servicing of financial assets and extinguishment of liabilities.

Through the peer-to-peer platforms and the Plans, the Company identifies individual investors and transfers creditors' rights originated from the aforementioned financing services to the individual investors. The Company further offers different investment periods to investors with various annual interest rates while those credit rights are held by the investors. The term of the sales require the Company to repurchase those creditors' rights from investors prior to or upon the maturity of the investment period. As a result, the sales of those creditors' rights are not accounted for as a sale and remain on the consolidated balance sheet and are recorded as payable to investors in the Company's consolidated balance sheet.

Inventory

Inventory consists of purchased used cars. The vehicle reconditioning costs and other incremental costs are capitalized as a component of inventory. Inventory is stated at the lower of cost or net realizable value. Inventory cost is determined by specific identification. Net realizable value is the estimated selling price less costs to complete, dispose and transport the vehicles. Selling prices are derived from historical data and trends, such as sales price and inventory turn times of similar vehicles, as well as independent, market resources. Each reporting period the Company recognizes any necessary adjustments to reflect vehicle inventory at the lower of cost or net realizable value through cost of sales in the accompanying consolidated statements of operations.

Property and equipment, net

Property and equipment, net is carried at cost less accumulated depreciation. Depreciation is calculated on a straight-line basis over the following estimated useful lives:

Building	46 years
Computer equipment and application software	2-3 years
Furniture and vehicles	5 years
Leasehold improvements	Over the lesser of the lease term or useful life of the assets

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Intangible assets with indefinite lives

Intangible assets with indefinite lives mainly include trademark and licenses. If an intangible asset is determined to have an indefinite life, it is not be amortized until its useful life is determined to be no longer indefinite. An intangible asset that is not subject to amortization is tested for impairment at least annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. Such impairment test consists of comparing the fair values of assets and their carrying value amounts and an impairment loss is recognized if and when the carrying amounts exceed the fair values. The estimates of fair values of intangible assets not subject to amortization are determined using various discounted cash flow valuation methodologies. Significant assumptions are inherent in this process, including estimates of discount rates. Discount rate assumptions are based on an assessment of the risk inherent in the respective intangible assets. For the years ended December 31, 2015, 2016 and 2017, the Company did not record impairment loss for indefinite-lived intangible assets.

Impairment of long-lived assets and intangible assets with definite lives

Long-lived assets, such as property and equipment and definite-lived intangible assets are stated at cost less accumulated depreciation or amortization. Depreciation and amortization is computed using the straight-line method.

The Company evaluates the recoverability of long-lived assets, including identifiable intangible assets, with determinable useful lives whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. The Company measures the carrying amount of long-lived asset against the estimated undiscounted future cash flows associated with it. Impairment exists when the sum of the expected undiscounted future net cash flows is less than the carrying value of the asset being evaluated. Impairment loss is calculated as the amount by which the carrying value of the asset exceeds its fair value. Fair value is estimated based on various valuation techniques, including the discounted value of estimated future cash flows. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. For the years ended December 31, 2015, 2016 and 2017, the Company did not record impairment loss for long-lived assets and intangible assets with definite lives.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Goodwill

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations.

Goodwill is not amortized, but tested for impairment upon first adoption and annually, or more frequently if event and circumstances indicate that they might be impaired. The Company has an option to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. In the qualitative assessment, the Company considers primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. Based on the qualitative assessment, if it is more likely than not that the fair value of each reporting unit is less than the carrying amount, the quantitative impairment test is performed.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The fair value of each reporting unit is estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, and assumptions that are consistent with the plans and estimates being used to manage the Company's business, estimation of the long-term rate of growth for the Company's business, estimation of the useful life over which cash flows will occur, and determination of the Company's weighted average cost of capital. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results and market conditions. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for the reporting unit.

In performing the two-step quantitative impairment test, the first step compares the fair values of each 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 an entry to adjust 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. In estimating the fair value of each reporting unit the Company estimates the future cash flows of each reporting unit, the Company has taken into consideration the overall and industry economic conditions and trends, market risk of the Company and historical information. The Company did not record impairment charges of goodwill for the years ended December 31, 2015, 2016 and 2017, respectively.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Revenue recognition

The Company recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured. The Company's revenues include revenue from its used car sales, revenue from advertising and IVAS as well as revenue related to its finance services.

Used car sales

Revenue from used car sales is recognized when a sales contract has been executed, the vehicle has been delivered, and payment has been received or financing has been arranged. The Company purchases used cars from unrelated individuals or dealerships and sells them directly to customers through its local dealer shops.

IVAS and others

IVAS and others revenue mainly include revenues from online advertising and revenue from live streaming services.

Online advertising revenues

The Company provides advertisement placement services in its SNS platforms and online games. The Company primarily enters into pay-for-time contracts, under which the Company bills its customers based on the period of time to display the advertisements in the specific formats on specific web pages. The Company also enters into pay-for-volume arrangements, under which it bills its customers on the traffic volume basis, e.g. pay-per-click or pay-per-impression.

For pay-for-time contracts, revenue is recognized ratably over the period the advertising is displayed. For pay-for-volume contracts, revenue is recognized based on traffic volume tracked and the pre-agreed unit price.

Contractual billings in excess of recognized revenue and payments received in advance of revenue recognition are recorded as deferred revenues.

The Company principally enters into advertising placement contracts with advertisers' advertising agents and the Company offers volume rebates to certain advertisers' advertising agents. The Company recognizes estimated rebates as the reduction of revenues based on a systematic and rational allocation of the cost of honoring rebates earned and claimed to each of the underlying revenue transactions that results in progress by the customer toward earning the rebate or refund. Estimation of the total rebate is based on the estimates of the sales volume to be reached based on the historic experience of the Company. If amounts of future rebates cannot be reasonably estimated, a liability will be recognized for the maximum potential amount of the rebates. Revenue related to online advertising services amounted to \$9,721, \$1,653 and \$348 during the years ended December 31, 2015, 2016 and 2017.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Revenue recognition - continued

Live streaming revenue

The Company generates live streaming revenue from both "Woxiu" and Renren mobile live streaming.

"Woxiu", which translates into "a show of your own" in Chinese, is a virtual stage the Company initially offered on the 56.com platform and then on the "Woxiu" platform after the completion of the disposition of 56.com. On "Woxiu", grassroots musicians and performers can live-stream their performances and share with viewers. Fans of the performing user can chat along with the performer and other live audience and purchase consumable virtual items on the platform with virtual currencies to show support to the performers. In the second quarter of 2016, the Company also launched its live streaming service on its Renren mobile terminal.

For both "Woxiu" and Renren mobile live streaming, the amount of virtual currencies consumed is maintained by the Company's operating system and will be automatically deducted from users' accounts when the virtual currencies are used. Revenue is recognized monthly based on the virtual currencies consumed. The Company pays the performers a certain percentage of the virtual currencies consumed. The Company recognizes total revenue on a gross basis, and the commission paid to performers is recorded as cost of revenues. The Company calculates the amount of revenues recognized for each unit of virtual currency consumed using a moving weighted average method by dividing the total cumulative unrecognized deferred revenues by total unconsumed virtual currency. Revenue related to live streaming services amounted to \$15,404, \$17,898 and \$32,341 during the years ended December 31, 2015, 2016 and 2017.

Internet finance services

During the year ended December 31, 2017, the Company generates revenue from its internet finance services business primarily through financing provided to used car dealers. Additionally, the Company also provided credit financing to college students on Renren Fenqi as well as apartment rental financing during the years ended December 31, 2015 and 2016. Both of those services were terminated in May 2016 and January 2016, respectively. The Company records financing income and service fees related to those services over the life of the underlying financing using the effective interest method on unpaid principal amounts. The service fees collected upfront, as well as the direct origination costs for the financing, are deferred and recognized as financing income as an adjustment to the yield on a straight line basis over the life of the portfolio financing.

Used car financing

The Company provides short-term financing services to used car dealers to fund the car dealers' cash needs for used car purchasing. The financing period is no more than six months and is secured by a pledge of the dealers' used car with total value exceeding the principal of the financing. The Company charges an upfront service fee as well as financing income on a monthly basis. Revenue related to used car financing services amounted to \$2,754, \$17,854 and \$25,399 during the years ended December 31, 2015, 2016 and 2017. The remaining financing income in the respective periods related to crediting financing provided to college students as well as apartment rental financing, both of which were terminated during the year ended December 31, 2016 as discussed in the preceding paragraph.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Revenue recognition - continued

Online game revenues

The Company generates revenues from the provision of online game, primarily web-based online game services. The online game revenues were generally recognized ratably over the estimated average playing period of paying players for each applicable game. During 2015, the Company reached a resolution to dispose of the Online Gaming; the disposal was completed in March 2016. As such, online gaming revenues is included in discontinued operations during the years ended December 31, 2015 and 2016. The Company did not generate any revenue related to its online gaming during the year ended December 31, 2017. See Note 4 for further details.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *continued*

Cost of revenues

Cost of revenues consists of costs directly related to used car sales, online advertising and IVAS business as well as costs incurred related to the internet financing operations which mostly include interest expenses paid to investors on Renren Licai and interest paid for asset-backed securities. Cost of revenue also includes provision for loan loss which amounted to \$3,665, \$12,436 and \$12,745 during the years ended December 31, 2015, 2016 and 2017, respectively.

Business taxes

The Company reports revenue net of business taxes. Business taxes deducted in arriving at net revenue during 2015, 2016 and 2017 were \$25, \$77 and \$nil, respectively.

Value added taxes

VAT is also reported as a deduction to revenue when incurred and amounted to \$1,217, \$4,080 and \$9,777 for the years ended December 31, 2015, 2016 and 2017, respectively. Entities that are VAT general taxpayers are allowed to offset qualified input VAT paid to suppliers against their output VAT liabilities. Net VAT balance between input VAT and output VAT is recorded in accrued expense and other current liabilities on the consolidated balance sheet.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Income taxes

Current income taxes are provided for in accordance with the laws of the relevant tax authorities.

Deferred income taxes are recognized when temporary differences exist between the tax basis of assets and liabilities and their reported amounts in the financial statements. Net operating loss carry forwards and credits are applied using enacted statutory tax rates applicable to future years. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more-likely-than-not that a portion of or all of the deferred tax assets will not be realized. The Company adopted ASU 2015-17 Income Taxes (Topic 740) on January 1, 2017 and presented the deferred tax assets and liabilities as non-current in its consolidated balance sheet as of December 31, 2017. Prior periods were not retrospectively adjusted.

The impact of an uncertain income tax position on the income tax return is recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant tax authority. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. Interest and penalties on income taxes will be classified as a component of the provisions for income taxes. The Company did not recognize any income tax due to uncertain tax position or incur any interest and penalties related to potential underpaid income tax expenses for the years ended December 31, 2015, 2016 and 2017, respectively.

Financial instruments

Financial instruments include cash and cash equivalents, restricted cash, accounts receivable, financing receivable, amounts due from/to related parties, short-term investments, long-term financing receivable, long-term investments, accounts payable, short-term debt, payable to investors, long-term debt and liability-classified warrant. Refer to Note 18 for further details.

Research and development expenses

Research and development expenses are primarily incurred for development of new services, features and products for the Company's SNS, internet finance business, used car business, as well as to further improve the Company's technology infrastructure to support these businesses. The Company has expensed all research and development costs when incurred.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - *continued*
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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *continued*

Foreign currency translation

The functional and reporting currency of the Company is the United States dollar ("US dollar"). The financial records of the Company's subsidiaries and VIEs located in the PRC and Hongkong are maintained in their local currencies, Renminbi ("RMB") and Hong Kong Dollar ("HKD"), respectively, which are also the functional currencies of these entities.

Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at the rates of exchange ruling at the balance sheet date. Transactions in currencies other than the functional currency during the year are converted into functional currency at the applicable rates of exchange prevailing when the transactions occurred. Transaction gains and losses are recognized in the statements of operations.

The Company's entities with functional currency of RMB and HKD, translate their operating results and financial positions into US dollar, the Company's reporting currency. Assets and liabilities are translated using the exchange rates in effect on the balance sheet date. Equity amounts are translated at historical exchange rates. Revenues, expenses, gains and losses are translated using the average rates for the year. Translation adjustments are reported as cumulative translation adjustments and are shown as a separate component in the statements of comprehensive (loss) income.

Comprehensive loss

Comprehensive loss includes net loss, unrealized gain (loss) on short-term investments, long-term available-for-sale investments and foreign currency translation adjustments and is reported in the consolidated statements of comprehensive loss.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Share-based compensation

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

Share awards issued to non-employees are measured at fair value at the earlier of the commitment date or the date the service is completed and recognized over the period the service is provided.

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

Loss per share

Basic loss per ordinary share is computed by dividing net loss attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period.

Diluted earnings per ordinary share reflect the potential dilution that could occur if securities were exercised or converted into ordinary shares. The Company had stock options, which could potentially dilute basic earnings per share in the future. Potential ordinary shares in the diluted net loss per share computation are excluded in periods of losses from continuing operations as their effect would be anti-diluted.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - *continued*

Accounting pronouncements newly adopted

In November 2015, the FASB issued ASU 2015-17 Income Taxes (Topic 740) which changes how deferred taxes are classified on organizations' balance sheets. The ASU eliminates the current requirement for organizations to present deferred tax liabilities and assets as current and noncurrent in a classified balance sheet. Instead, organizations will be required to classify all deferred tax assets and liabilities as noncurrent. The amendments apply to all organizations that present a classified balance sheet. For public companies, the amendments are effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. This ASU may be applied prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company adopted this guidance on January 1, 2017 on a prospective basis. The adoption of this standard did not have a material impact on its consolidated financial statement.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Accounting pronouncements newly adopted – continued

In March 2016, the FASB issued ASU 2016-09, Compensation - Stock Compensation (Topic 718). The new guidance simplifies certain aspects related to income taxes, statement of cash flows, and forfeitures when accounting for share-based payment transactions. This new guidance will be effective for the Company for the first reporting period beginning after December 15, 2016, with earlier adoption permitted. Certain of the amendments related to timing of the recognition of tax benefits and tax withholding requirements should be applied using a modified retrospective transition method. Amendments related to the presentation of the statement of cash flows should be applied retrospectively. All other provisions may be applied on a prospective or modified retrospective basis. The Company adopted this guidance on January 1, 2017. The adoption of this standard did not have a material impact on its consolidated financial statement.

In March 2016, the FASB issued a new pronouncement ASU 2016-07, Investments—Equity Method and Joint Ventures (Topic 323): Simplifying the Transition to the Equity Method of Accounting, which affects all entities that have an investment that becomes qualified for the equity method of accounting as a result of an increase in the level of ownership interest or degree of influence. The amendments eliminate the requirement that when an investment qualifies for use of the equity method as a result of an increase in the level of ownership interest or degree of influence, an investor must adjust the investment, results of operations, and retained earnings retroactively on a step-by-step basis as if the equity method had been in effect during all previous periods that the investment had been held. The amendments require that the equity method investor add the cost of acquiring the additional interest in the investee to the current basis of the investor's previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method accounting. Therefore, upon qualifying for the equity method of accounting, no retroactive adjustment of the investment is required. The amendments require that an entity that has an available-for-sale equity security that becomes qualified for the equity method of accounting recognize through earnings the unrealized holding gain or loss in accumulated other comprehensive income at the date the investment becomes qualified for use of the equity method. The amendments should be applied prospectively upon their effective date to increases in the level of ownership interest or degree of influence that result in the adoption of the equity method. The amendments are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016. Earlier application is permitted. The Company adopted this guidance on January 1, 2017. The adoption of this standard did not have a material impact on its consolidated financial statement.

In January, 2017, the FASB issued a new pronouncement, ASU 2017-01, which clarifies the definition of a business in ASC 805. The amendments in the ASU are intended to make application of the guidance more consistent and cost-efficient. The ASU narrows the definition of a business and provide a framework that gives entities a basis for making reasonable judgments about whether a transaction involves an asset or a business. Specifically, the ASU:

- Provides a “screen” for determining when a set is not a business.
- Specifies that if the screen’s threshold is not met, a set cannot be considered a business unless it includes an input and a substantive process that together significantly contribute to the ability to create outputs.
- Narrows the definition of the term “output” to be consistent with the description of outputs in ASC 606.

For public business entities, the ASU is effective for annual periods beginning after December 15, 2017, including interim periods therein. Early adoption is permitted. The ASU must be applied prospectively on or after the effective date. The Company early adopted this guidance on January 1, 2017 and applied it prospectively to all new acquisitions completed during the year ended December 31, 2017. The adoption of this standard did not have a material impact on the Company’s consolidated financial statements

In July 2015, the FASB issued ASU 2015-11, Inventory (Topic 330), which modifies the accounting for inventory. Under this ASU, the measurement principle for inventory will change from lower of cost or market value to lower of cost and net realizable value. The ASU defines net realizable value as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. For public business entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company adopted this ASU on January 1, 2017 and measured inventory at the lowest of cost and net realizable value.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent accounting pronouncements not yet adopted

In May 2014, the Financial Accounting Standards Board (“FASB”) issued ASU 2014-09, “Revenue from Contracts with Customers.” ASU 2014-09 requires revenue recognition to depict the transfer of goods or services to customers in an amount that reflects the consideration that a company expects to be entitled to in exchange for the goods or services. To achieve this principle, a company must apply five steps including identifying the contract with a customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligations, and recognizing revenue when (or as) the company satisfies the performance obligations. Additional quantitative and qualitative disclosure to enhance the understanding about the nature, amount, timing, and uncertainty of revenue and cash flows is also required. ASU 2014-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017. In April 2016, the FASB issued ASU 2016-10, “Identifying Performance Obligations and Licensing” ASU 2016-10 clarifies the following two aspects of ASU 2014-09: identifying performance obligations and licensing implementation guidance. The effective date of ASU 2016-10 is the same as the effective date of ASU 2014-09.

The Company plans on adopting ASU 2014-09 using the modified retrospective method on January 1, 2018. Prior periods will not be retrospectively adjusted. The Company has substantially finalized its preliminary assessment of the new standard and concluded that revenue generated from internet finance services is explicitly excluded from the scope of the new standard as it represents revenue within the scope of ASC 310, Receivables, which is explicitly excluded from the scope of ASC 606. Accordingly, the Company has concluded that the fees related to its internet finance services will not be effected by the adoption of ASC 606. Additionally, the Company has preliminarily concluded that the impact of ASC 606 to its IVAS and used car sales business will not be material to its consolidated financial statements. However, the Company believes that certain financial statements disclosure requirements are mandated by the new standard including disclosure of contract assets and contract liabilities as well as disaggregated view of revenue.

In January, 2016, the FASB issued a new pronouncement ASU 2016-01, “Financial Instruments—Overall”, which is intended to improve the recognition and measurement of financial instruments. The ASU affects public and private companies, not-for-profit organizations, and employee benefit plans that hold financial assets or owe financial liabilities.

The new guidance makes targeted improvements to existing US GAAP by:

- Requiring equity investments (except those accounted for under the equity method of accounting, or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income;
- Requiring public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes;
- Requiring separate presentation of financial assets and financial liabilities by measurement category and form of financial asset (i.e., securities or loans and receivables) on the balance sheet or the accompanying notes to the financial statements;
- Eliminating the requirement to disclose the fair value of financial instruments measured at amortized cost for organizations that are not public business entities;
- Eliminating the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet; and
- Requiring a reporting organization to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk (also referred to as “own credit”) when the organization has elected to measure the liability at fair value in accordance with the fair value option for financial instruments.

The new guidance is effective for public companies for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The new guidance permits early adoption of the own credit provision. Adoption of the amendment must be applied by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption, except for amendments related to equity instruments that do not have readily determinable fair values which should be applied prospectively. The Company is in the process of evaluating the impact of adoption of this guidance on its consolidated financial statements.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent accounting pronouncements not yet adopted - continued

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The guidance supersedes existing guidance on accounting for leases with the main difference being that operating leases are to be recorded in the statement of financial position as right-of-use assets and lease liabilities, initially measured at the present value of the lease payments. For operating leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election not to recognize lease assets and liabilities. For public business entities, the guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early application of the guidance is permitted. In transition, entities are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company is currently evaluating the impact on its consolidated financial statements of adopting this guidance, but expects that most existing operating lease commitments will be recognized as operating lease obligations and right-of-use assets as a result of this adoption.

In June 2016, the FASB issued a new pronouncement ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, which is intended to improve financial reporting by requiring timelier recording of credit losses on loans and other financial instruments held by financial institutions and other organizations. The ASU requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Financial institutions and other organizations will now use forward-looking information to better inform their credit loss estimates. Many of the loss estimation techniques applied today will still be permitted, although the inputs to those techniques will change to reflect the full amount of expected credit losses. Organizations will continue to use judgment to determine which loss estimation method is appropriate for their circumstances. The ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of an organization's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. In addition, the ASU amends the accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration. The ASU is effective for SEC filers for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Early application will be permitted for all organizations for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. The Company is currently evaluating the impact on its consolidated financial statements of adopting this guidance.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent accounting pronouncements not yet adopted - continued

In August 2016, the FASB issued a new pronouncement ASU 2016-15, which amends the guidance in ASC 230 on the classification of certain cash receipts and payments in the statement of cash flows. The primary purpose of the ASU is to reduce the diversity in practice that has resulted from the lack of consistent principles on this topic. The ASU's amendments add or clarify guidance on eight cash flow issues:

- Debt prepayment or debt extinguishment costs.
- Settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing.
- Contingent consideration payments made after a business combination.
- Proceeds from the settlement of insurance claims.
- Proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies.
- Distributions received from equity method investees.
- Beneficial interests in securitization transactions.
- Separately identifiable cash flows and application of the predominance principle.

For public business entities, the guidance in the ASU is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted for all entities. Entities must apply the guidance retrospectively to all periods presented but may apply it prospectively from the earliest date practicable if retrospective application would be impracticable. The Company does not expect the adoption of this pronouncement will have a significant effect on its consolidated financial position or results of operations.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent accounting pronouncements not yet adopted - continued

In November 2016, the FASB issued a new pronouncement, ASU 2016-18, which amends ASC 230 to add or clarify guidance on the classification and presentation of restricted cash in the statement of cash flows. Key requirements of the ASU are as follows:

- An entity should include in its cash and cash-equivalent balances in the statement of cash flows those amounts that are deemed to be restricted cash and restricted cash equivalents. The ASU does not define the terms “restricted cash” and “restricted cash equivalents” but states that an entity should continue to provide appropriate disclosures about its accounting policies pertaining to restricted cash in accordance with other GAAP. The ASU also states that any change in accounting policy will need to be assessed under ASC 250.
- A reconciliation between the statement of financial position and the statement of cash flows must be disclosed when the statement of financial position includes more than one line item for cash, cash equivalents, restricted cash, and restricted cash equivalents.
- Changes in restricted cash and restricted cash equivalents that result from transfers between cash, cash equivalents, and restricted cash and restricted cash equivalents should not be presented as cash flow activities in the statement of cash flows.
- An entity with a material balance of amounts generally described as restricted cash and restricted cash equivalents must disclose information about the nature of the restrictions.

For public business entities, the amendments are effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The amendments should be applied using a retrospective transition method to each period presented. The Company plans to adopt this ASU in the first quarter of fiscal 2018. The adoption of this guidance will impact the presentation and classification of restricted cash in the Company’s consolidated statements of cash flow.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent accounting pronouncements not yet adopted - continued

In January 2017, the FASB issued ASU 2017-04: Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment. To simplify the subsequent measurement of goodwill, the Board eliminated Step 2 from the goodwill impairment test. Under the amendments in this Update, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An entity should recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value; however, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. An entity should apply the amendments in this Update on a prospective basis. An entity is required to disclose the nature of and reason for the change in accounting principle upon transition. A public business entity should adopt the amendments in this Update for its annual or any interim goodwill impairment tests in fiscal years 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 Company does not expect the adoption of this guidance will have a significant effect on the Company's consolidated financial statements.

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3. SIGNIFICANT RISKS AND UNCERTAINTIES

Foreign currency risk

The RMB is not a freely convertible currency. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into foreign currencies. The value of the 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. Cash and cash equivalents of the Company included aggregate amounts of \$29,027 and \$23,144 at December 31, 2016 and 2017, respectively, which were denominated in RMB.

Concentration of credit risk

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash, cash equivalents, term deposits, short-term investment, accounts receivable, financing receivable and amounts due from related parties. The Company places their cash, cash equivalents, term deposits and short-term investment, with financial institutions with high-credit ratings and quality. The Company conducts credit evaluations of customers in online advertising and internet finance business, and requires collateral or other security from the customers for certain of the financing receivable as described in Note 7.

There were no customers that accounted for 10% or more of total net revenue for the years ended December 31, 2015, 2016 and 2017.

One customer accounted for 13% of the balance of accounts receivable as of December 31, 2016. No customers accounted for 10% or more of the balance of accounts receivable or financing receivable as of December 31, 2017.

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4. DISCONTINUED OPERATIONS

Disposition of Online Gaming

On November 19, 2015, the Company reached a resolution to dispose of its Online Gaming which was subsequently sold in March 2016 for a gross consideration of \$17,500, of which \$7,500 was related to the repayment of intercompany loans provided by the Company to its Online Gaming business. The disposal of the Online Gaming represented a strategic shift and has a major effect on the Company's result of operations. Accordingly, assets, liabilities, revenues and expenses and cash flows related to the Online Gaming entities have been reclassified in the accompanying consolidated financial statements as discontinued operations for all periods presented. Additionally, long-lived assets classified as held for sale as of December 31, 2015 were measured at the lower of their carrying amount or fair value less cost to sell.

From March 31, 2016, the Company no longer retained power of control over Online Gaming and accordingly deconsolidated the Online Gaming's financial statement from the Company's consolidated financial statements.

On March 31, 2016, the Company calculated a gain regarding such disposition as follows:

	As of
	March 31, 2016
The proceeds	\$ 17,500
Less: The repayment of intercompany loans provided by the Company	<u>7,500</u>
Net consideration	<u>10,000</u>
Less: Cash and cash equivalents	15,982
Prepaid expenses and other current assets	2,737
Property and equipment, net	194
Intangible assets, net	263
Other non-current assets	1,508
Accounts payable	(1,209)
Accrued expenses and other current liabilities	(7,062)
Amount due to the Company	(7,500)
Deferred revenue	<u>(3,677)</u>
Net assets of Online Gaming	<u>1,236</u>
Less: Tax expenses	<u>454</u>
Gain on deconsolidation of Online Gaming	<u>\$ 8,310</u>

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4. DISCONTINUED OPERATIONS- continued

Disposition of Online Gaming - continued

The condensed cash flow of Online Gaming were as follows for the years ended December 31, 2015 and 2016:

	<u>Years ended December 31,</u>	
	<u>2015</u>	<u>2016</u>
Net cash (used in) provided by operating activities	\$ (10,164)	\$ 11,171
Net cash (used in) provided by investing activities	\$ (1,304)	\$ 25

The operating results from discontinued operations included in the Company's consolidated statement of operations were as follows for the years ended December 31, 2015 and 2016.

	<u>Years ended December 31,</u>	
	<u>2015</u>	<u>2016</u>
	<u>Renren Games</u>	<u>Renren Games</u>
Major classes of line items constituting pretax profit of discontinued operations		
Net revenues	\$ 17,071	\$ 1,699
Cost of revenues	(9,426)	(871)
Selling, research and development, and general and administrative expenses	(6,362)	(485)
Other income that are not major	1,181	150
Income from the operations of the discontinued operations, before income tax	2,464	493
Income tax expenses	(944)	(102)
Income from the operations of the discontinued operations, net of tax	1,520	391
Gain on deconsolidation of the subsidiaries, net of tax	-	8,310
Gain from the discontinued operations, net of tax	\$ 1,520	\$ 8,701

All notes to the accompanying consolidated financial statements have been retrospectively adjusted to reflect the effect of the discontinued operations, where applicable.

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5. BUSINESS ACQUISITION

Acquisition of used car dealers

In the second half of 2017, in order to start and expand its business of used car trading, the Company completed the acquisitions of 14 unrelated used car dealerships. The acquired dealerships operate used car sales business in various cities across China.

Each acquisition, while negotiated independently, was structured in a similar manner. Specifically, Shanghai Jieying, a PRC subsidiary of the Company, initially purchased all car inventories from each dealership. The total consideration was \$45,920, which was settled with a combination of cash paid by the Company amounting to \$14,884 and a forgiveness of the financing receivable balances amounting to \$21,201 related to financing previously provided to the dealership by the Company. The remaining balance was paid in cash in 2018. Subsequent to the car purchase, Shanghai Jieying and the shareholder of the existing car dealership (the "Seller") enter into an equity purchase agreement which requires the Seller to transfer majority interest of the dealership as follows:

- (1) The Seller agrees to set up a new entity to which it transfers the remaining eligible assets of the dealerships, employees, business contracts owned and leased by the existing dealership. In turn, Shanghai Jieying agrees to subscribe for 70% of the entity interest in this entity.
- (2) As consideration for the above transaction, Shanghai Jieying agrees to inject cash to the acquired dealership as well as to pay the Seller contingent consideration in the form of shares of Kaixin Auto Group ("Kaixin"), a Cayman subsidiary of the Company and the parent of Shanghai Jieying.

The cars purchase and acquisition of the dealership were accounted for as a single transaction.

The payment of the contingent consideration is contingent upon the successful listing of Kaixin as well as the performance of the acquired dealerships. The amount of consideration is measured based on the operating performance of the acquired dealerships both prior to and subsequent to the future initial public offering ("IPO") of Kaixin, and the number of shares expected to be issued will be calculated based on the IPO issuance price. Such contingent consideration includes two components that will require the Company to issue the shares at different times. The first issuance will be made upon the successful IPO of Kaixin and is calculated based on a percentage of the cumulative operating results of the acquired dealerships between the acquisition date and the date of the IPO. The second issuance will be made in five equal annual installments after the successful IPO of Kaixin and will be calculated based on a percentage of the trailing 12 months operating results of the acquired dealerships leading up to the successful IPO. The contingent issuance of shares is not dependent on whether the previous dealership owner remains employed with the Company.

The total purchase price of these 14 acquisitions consisted of a cash injection to the dealerships amounting to \$17,580, of which \$7,240 was paid as of December 31, 2017, and contingent consideration with a fair value of amounting to \$66,794 which is recorded in contingent consideration on the consolidated balance sheet. Each acquisition was recorded using the acquisition method of accounting. Accordingly, the acquired assets and liabilities were recorded at their fair value at the date of acquisition. The purchase price allocation described below was based on a valuation analysis that utilized and considered generally accepted valuation methodologies such as the income, market and cost approach. The determination and allocation of fair values to the identifiable assets acquired, liabilities assumed and noncontrolling interests is based on various assumptions and valuation methodologies requiring considerable judgment from management. The most significant variables in these valuations are discount rates, terminal values, the number of years on which to base the cash flow projections, as well as the assumptions and estimates used to determine the cash inflows and outflows. We determine discount rates to be used based on the risk inherent in the related activity's current business model and industry comparisons. Terminal values are based on the expected life of assets, forecasted life cycle and forecasted cash flows over that period.

Subsequent to the date of each acquisition, the Company re-measured the estimated fair values of the contingent consideration at each reporting date. For the year ended December 31, 2017, the Company recorded \$2,601 in changes in fair value of contingent consideration in the Company's consolidated statements of operations as a result of the Company's re-measurement of the estimated fair value of the contingent consideration at the reporting date.

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5. BUSINESS ACQUISITION - continued

Acquisition of Shandong, Chongqing and Wuhan

On July 20, 2017, July 3, 2017, October 27, 2017, the Company entered into an equity purchase agreement (as described above) with Shandong, Chongqing and Wuhan for a total purchase price of \$18,585, \$10,112 and \$7,284 respectively. Prior to the agreement, the Company purchased all the car inventories from the above dealerships amounting to \$3,721, \$2,791 and \$8,786, respectively. The Company further paid an aggregate of \$2,951 for the car inventory during the year ended December 31, 2017 and forgave an aggregate of \$6,995 of financing receivable previously provided to those dealerships. The remaining balance was paid in cash in 2018. The allocation of the purchase prices for those three significant acquisitions as of the date of the acquisition are summarized as below:

	Shandong	Chongqing	Wuhan
Cash	-	\$ 2,727	-
Goodwill	\$ 26,550	11,719	\$ 10,405
NCI	7,965	4,334	3,121
The purchase price comprised of:			
-cash consideration	-	818	-
-contingent consideration	18,585	9,294	7,284
Total	<u>\$ 18,585</u>	<u>\$ 10,112</u>	<u>\$ 7,284</u>

Other acquisitions of used car dealerships in 2017

During the second half of 2017, the Company further entered into separate equity purchase agreements (as described above) with an additional 11 individually insignificant car dealerships. Prior to the agreement, the Company purchased all the car inventories from each dealership amounting to \$30,622. The Company paid an aggregate of \$11,933 during the year ended December 31, 2017 and forgave an aggregate of \$14,206 of financing receivable previously provided to those dealerships. The remaining balance was paid in 2018. The allocation of the purchase price for those insignificant acquisition is presented on a combined basis as follows:

	Other used car dealer acquisitions	
Cash	\$	1,270
Goodwill		38,317
NCI		11,876
The purchase price comprised of:		
-cash consideration		381
-contingent consideration		27,330
Total	<u>\$</u>	<u>27,711</u>

The goodwill is mainly attributable to intangible assets that cannot be recognized separately as identifiable assets under US GAAP, and comprise of (a) the assembled work force and (b) the expected but unidentifiable business growth as a result of the synergies resulting from these acquisitions.

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5. BUSINESS ACQUISITION - continued

The following information summarizes the results of operations attributable to the acquisitions included in the Company's consolidated statement of operations since the acquisition date:

	Year ended December 31, 2017			
	Shandong	Chongqing	Wuhan	Others
Net revenues	\$ 334	\$ 793	-	\$ 1,387
Net loss	\$ (76)	\$ (59)	-	\$ (123)

Pro forma information of acquisitions

Supplementary pro-forma revenues and net earnings for the combined entity, as though the acquisition date for this business combination had been as of January 1, 2016 have not been included as it is impracticable since historical records of the used car dealerships are not available.

Acquisition of TruckerPath Inc.

In December 19, 2014, the Company invested and paid \$11,500 to obtain 29% equity interests in TruckerPath Inc. to expand the business of value-added-service platform. The investment was initially recognized as an equity-method investment as the Company concluded that it had significant influence over the operations of TruckerPath Inc. In December 2017, the Company acquired an additional 71% equity interests in TruckerPath Inc. for a total consideration of \$7,616. The acquisition resulted in the Company obtaining control of TruckerPath Inc. with an ownership of 100% equity interests.

The purchase price consists of the following:

	US\$
Consideration	\$ 7,616
Fair value of the 29% equity interests:	
Carrying amount	5,587
Gain on re-measurement of fair value of noncontrolling equity investment	(2,903)
Total	\$ 10,300

The Company recognized an investment gain of \$2,903 in realized gain from investment as a result of remeasuring the 29% equity interests immediately to fair value before the business combination. The acquisition was recorded using the acquisition method of accounting. Accordingly, the acquired assets and liabilities were recorded at their fair value at the date of acquisition. The acquisition-date fair value of the equity interests held by the Company immediately prior to the acquisition date was measured at fair value using a discounted cash flow method and taking into account certain factors including the management projection of discounted future cash flow and an appropriate discount rate. The purchase price allocation described below was determined by the Company with the assistance of an independent valuation appraiser. The acquired net assets were recorded at their estimated fair values on the acquisition date. The goodwill is mainly attributable to intangible assets that cannot be recognized separately as identifiable assets under US GAAP, and comprise of (a) the assembled work force and (b) the expected but unidentifiable business growth as a result of the synergy resulting from the acquisition. The acquired goodwill is not deductible for tax purposes.

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5. BUSINESS ACQUISITION - continued

The purchase price was allocated as of December 28, 2017, the date of acquisition as follows:

	US\$	Amortization period
Net working capital	\$ 139	
Other current assets	5,016	
Intangible assets		
Customer relationship	610	3
Technology platform	325	
Trade name	540	3
Goodwill	7,952	
Other current liabilities	(4,282)	
Total	<u>\$ 10,300</u>	

Pro forma information of acquisitions

The following unaudited pro forma information summarizes the results of operations for the years ended December 31, 2016 and December 31, 2017 of the Company as if the acquisition had occurred on January 1, 2016. There were no material nonrecurring pro-forma adjustments incurred. The following pro forma financial information is not necessarily indicative of the results that would have occurred had the acquisition been completed at the beginning of the periods indicated, nor is it indicative of future operating results:

	For the years ended	
	December 31, 2016	December 31, 2017
Pro forma net revenues	\$ 63,404	\$ 203,391
Pro forma net loss	\$ (193,704)	\$ (116,397)

Other acquisitions in 2017

In 2017, the Company acquired 100% equity interests in Sindeo Inc. ("Sindeo") and Geographic Farming LLC ("Geofam"). The total consideration for these two acquisitions amounted to \$4,326, which was paid in cash during 2017. The acquisition was recorded using the acquisition method of accounting, accordingly, the acquired assets and liabilities were recorded at their fair value at the date of acquisition. The Company recorded \$3,251 and \$1,460 of goodwill from the acquisition of Sindeo and Geofam, respectively. Such acquisitions were not material to the Company's consolidated financial statements during the year ended December 31, 2017.

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6. ACCOUNTS RECEIVABLE

Accounts receivable consists of the following:

	<u>As of December 31,</u>	
	<u>2016</u>	<u>2017</u>
Accounts receivable	\$ 7,541	\$ 9,116
Allowance of doubtful accounts	(2,839)	(2,856)
Accounts receivable, net	<u>\$ 4,702</u>	<u>\$ 6,260</u>

Accounts receivable mainly represent amounts earned under advertising contracts and IVAS business at the respective balance sheet dates. These amounts become billable according to the contract term.

Movement of allowance for doubtful accounts is as follows:

	<u>As of December 31,</u>		
	<u>2015</u>	<u>2016</u>	<u>2017</u>
Balance at beginning of year	\$ 2,946	\$ 3,252	\$ 2,839
Charge to expenses	788	(205)	46
Exchange difference	(482)	(208)	(29)
Balance at end of year	<u>\$ 3,252</u>	<u>\$ 2,839</u>	<u>\$ 2,856</u>

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7. FINANCING RECEIVABLE

Financing receivable consists of the following:

	As of December 31,	
	2016	2017
Current financing receivable		
Used car financing	\$ 277,684	\$ 129,018
Financing for installment sales	11,205	2,177
Other financing	27,775	1,306
Net deferred origination costs	176	-
Less allowance for financing receivable	(15,067)	(7,023)
Current financing receivable, net	\$ 301,773	\$ 125,478
Long-term financing receivable		
Used car financing	\$ 53	\$ 8
Financing for installment sales	324	-
Less allowance for long-term financing receivable	(47)	-
Long-term financing receivable, net	\$ 330	\$ 8

Financing receivable mainly represent both the principal and financing income receivable associated with the respective financing services expected to be collected from the individuals or companies receiving financing under the internet finance business at the respective balance sheet dates.

Used car financing is secured with pledged assets, which are used cars with value not less than the financing receivable. Other financing includes financing receivable related to rental financing provided to individuals referred by rental agents as well as micro cash financing to college students.

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7. FINANCING RECEIVABLE - continued

The following table presents nonaccrual financing receivable as of December 31, 2016 and 2017, respectively.

	As of December 31,	
	2016	2017
Used car financing	\$ 3,352	\$ 7,373
Financing for installment sales	6,817	2,051
Other financing	4,945	1,286
	<u>\$ 15,114</u>	<u>\$ 10,710</u>

The following table presents the aging of financing receivable as of December 31, 2017.

	0-90 days aging	over 90 days aging	total financing receivable
Used car financing	\$ 121,653	\$ 7,373	\$ 129,026
Financing for installment sales	229	1,948	2,177
Other financing	138	1,168	1,306
	<u>\$ 122,020</u>	<u>\$ 10,489</u>	<u>\$ 132,509</u>

As of December 31, 2017, a total of \$10,021 and \$10,489 of financing receivables are past due and are respectively reflected in the 0-90 days aging and over 90 days aging table above.

The following table presents the aging of financing receivable as of December 31, 2016.

	0-90 days aging	over 90 days aging	total financing receivable
Used car financing	\$ 275,007	\$ 2,730	\$ 277,737
Financing for installment sales	4,712	6,817	11,529
Other financing	23,734	4,041	27,775
	<u>\$ 303,453</u>	<u>\$ 13,588</u>	<u>\$ 317,041</u>

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7. FINANCING RECEIVABLE - continued

Movement of allowance for financing receivable is as follows:

	As of December 31,		
	2015	2016	2017
Balance at beginning of year	\$ -	\$ (3,583)	\$ (15,114)
Charge to cost of revenues	(3,665)	(12,436)	(12,745)
Write off of financing receivable	-	119	22,178
Exchange difference	82	786	(1,342)
Balance at end of year	<u>\$ (3,583)</u>	<u>\$ (15,114)</u>	<u>\$ (7,023)</u>

For the years ended December 31, 2015, 2016 and 2017, the Company considered loan principal and financing income receivables meeting any of the following conditions as uncollectible and has further written them off: (i) death of the borrower; or (ii) unable to reach the borrower. The Company outsourced almost all of its collection effort to third-party collection agencies.

8. PREPAID EXPENSES AND OTHER CURRENT ASSETS

	Note	As of December 31,	
		2016	2017
Advances to third parties	(i)	\$ 721	\$ 14,457
Prepaid expenses		2,341	3,925
Deposits		4,259	4,308
Loan to third parties		1,261	2,720
Funds receivable	(ii)	4,495	3,880
Receivable from brokers	(iii)	5,853	-
Disposal of Mapbar Technology Limited ("Mapbar")		-	4,585
Disposal of online wealth management business		-	3,482
Other receivable	(iv)	-	4,209
Other current assets		1,819	8,617
Total		<u>\$ 20,749</u>	<u>\$ 50,183</u>

- (i) Advances to third parties represents cash advanced to third party dealerships. Specifically, the Company acts as an agent and assists other dealerships in the sale of their cars by allowing them to move their cars to the Company's own lot and as an exchange, pays those third party dealerships an advance amounting to the value of the car. The Company subsequently agrees to market those cars and if successfully sold, receives a commission from those third party dealerships. The Company does not take title to the cars and merely acts as an agent. The advance is subsequently settled either (1) when the car is sold by the Company or (2) if the car is not sold, the cash is remitted back to the Company by the third party dealership. The balance was substantially collected after year-end and the commission earned from the above arrangements is immaterial for the year ended December 31, 2017.
- (ii) Funds receivable mainly represents balances paid by individuals for repayments of financing on Renren Fenqi as well as amounts paid by investors for investments made on Renren Licai that are held at a third party electronic payment service provider as of December 31, 2016 and 2017. The balances were collected subsequent to year-end.

RENREN INC.

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8. PREPAID EXPENSES AND OTHER CURRENT ASSETS - continued

- (iii) Receivable from brokers represents cash provided to brokers who hold the cash on behalf of the Company. The cash has not been used to purchase any securities and accordingly is recorded as a receivable. During the year ended December 31, 2017, the Company sold all its short-term securities and received the entire receivable back from the brokers.
- (iv) Other receivable represents cash advanced to customers of third party dealerships for purchase of cars for which loans were approved by a bank but for which the customers has not yet received the cash. The amount was subsequently collected by the Company after year-end.

9. SHORT-TERM INVESTMENTS

Short-term investments comprise of marketable securities which are classified as trading and available-for-sale, and derivative financial instruments that are regarded as assets.

Trading securities

During the years ended December 31, 2016 and 2017, the Company purchased and sold several trading securities and recorded \$577 of gain and \$100 of loss in the consolidated statements of operations. As of December 31, 2017, the Company did not hold any trading securities.

Available-for-sale securities

During the year ended December 31, 2015, the Company sold all short-term available-for-sale securities with initial costs of \$ 59,136 for total proceeds of \$62,704 and recorded \$3,568 of realized gain in the consolidated statements of operations. For the purpose of determining gross realized gains or losses, the initial cost of securities sold was based on specific identification. During the years ended December 31, 2016 and 2017, the Company did not make any investments in short-term available-for-sale securities.

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9. SHORT-TERM INVESTMENTS - continued

Derivative financial instruments

The Company used derivative financial instruments in the forms of interest rate swap contracts, interest rate swaption contracts and a series of equity contracts and included these derivative instruments in its trading portfolio.

Such derivative instruments were not designated or qualified as hedging instruments, and accordingly were accounted for by fair value at each period end through the statement of operations.

As of December 31, 2016 and 2017, the Company did not hold any derivative financial instruments. The Company recorded a realized loss of \$100,644, mostly related to H-Share Index and FXI UP call options, during the year ended December 31, 2015. The realized gain or losses were insignificant for the years ended 2016 and 2017.

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10. LONG-TERM INVESTMENTS

	Note	As of December 31,	
		2016	2017
Equity method investments:			
Social Finance Inc. ("SoFi")	(i)	\$ 231,952	\$ 208,694
Eall (Tianjin) Network Technology Co., Ltd. ("Eall Network")	(xiii)	18,137	18,458
Golden Axe	(ii)	16,243	14,268
Others	(iii)	91,394	77,391
Total equity method investments		357,726	318,811
Cost method investments:			
Hylink Advertising Co., Ltd. ("Hylink")	(iv)	2,161	-
StoreDot Ltd. ("StoreDot")	(v)	10,001	10,001
GoGo Tech Holdings Limited ("GoGo")	(vi)	11,127	11,127
Motif Investing Inc. ("Motif")	(vii)	7,700	5,475
LendingHome Corporation ("LendingHome")	(viii)	65,843	65,843
Credit Shop Inc. ("Credit Shop")	(ix)	35,000	-
Eunke Technology Ltd. ("Eunke")	(x)	25,000	13,438
Others	(xi)	37,605	38,913
Total cost method investments		194,437	144,797
Available-for-sale investments:			
Snowball Finance Inc. ("Snowball")	(xii)	36,337	26,070
Eall Technology Limited ("Eall")	(xiii)	2,892	2,892
268V Limited	(xiv)	24,170	12,207
Omni Prime Inc. ("Omni")	(xv)	27,053	27,637
Zhu Chao Holding Company Limited ("Zhu Chao")	(xvi)	18,722	-
Hylink Advertising Co., Ltd.	(iv)	-	9,794
Others	(xvii)	34,011	23,158
Total available-for-sale investments		143,185	101,758
Total long-term investments		\$ 695,348	\$ 565,366

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10. LONG-TERM INVESTMENTS - continued

Equity method investments

- (i) In September 2012, March 2014, January 2015, and October 2015, the Company entered into agreements to purchase 5,573,719 Series B Preferred Shares, 6,020,695 Series D Preferred Shares, 2,361,116 Series E Preferred Shares and 9,507,933 Series F Preferred Shares issued by SoFi at a price of \$8.79 per Series B Share, \$3.45 per Series D Share, \$9.46 per Series E Share and \$15.78 per Series F Share for a total consideration of \$242,120. In November 2012, SoFi split 1 Series B Preferred Share into 4 Series B Preferred Shares and the Company held 22,294,876 Series B Preferred Shares after that. In April 2017, the Company disposed 5,719,986 preferred shares of SoFi for total net proceeds of \$91,926, recording a realized gain amounting to \$58,335 in (Loss) earnings in equity method investments, net of tax on the consolidation statement of operations for the year ended December 31, 2017. The Company held 21.06% and 14.97% equity interest of SoFi as of December 31, 2016 and 2017, respectively and recognized its share of gain in SoFi of \$3,902, loss of \$3,968 and gain of \$10,333 for the years ended December 31, 2015, 2016 and 2017, respectively. The Company accounted for this investment as equity method as of December 31, 2016 and continued to do so during the year ended December 31, 2017 as it believes it is able to exert significant influence through its board seat combined with the board seats held by the Company's two major shareholders on SoFi's board of directors.
- (ii) In January 2015, the Company entered into an agreement to purchase 2,000,000 Ordinary Shares and 26,081,176 Series B Preferred Shares issued by Golden Axe Inc. for a total consideration of \$18,943 (the "Consideration"). The Company paid \$1,143 in December 2015 and \$7,167 of the Consideration was settled by both paying cash and forgiving previous loans provided to Golden Axe Inc. in January 2016, at which point, \$10,633 of the Consideration remained outstanding. In 2016, concurrent with a restructuring of Golden Axe, the Company entered into a subsequent agreement to acquire 20.46% equity interest of a related entity, Shenzhen Golden Axe Co, Ltd. (collectively with Golden Axe Inc., "Golden Axe"), for the remainder of the Consideration of \$10,633. The Company held 20.46% equity interest of Golden Axe as of December 31, 2017 and recognized its share of loss of \$nil, \$2,275 and \$2,496 for the years ended December 31, 2015, 2016 and 2017, respectively.
- (iii) Others represents other equity method investments with individual carrying amounts less than \$15,000 as of December 31, 2016 and 2017, respectively.

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10. LONG-TERM INVESTMENTS - continued

Equity method investments - continued

The summarized financial information for all of the Company's equity method investments were as follows:

	As of December 31,	
	2016	2017
Total current assets	\$ 7,176,015	\$ 10,070,446
Total assets	\$ 7,250,680	\$ 10,151,227
Total current liabilities	\$ 5,200,536	\$ 7,825,929
Total liabilities	\$ 5,340,139	\$ 7,997,108
Noncontrolling interests	\$ 443,885	\$ -

	For the years ended December 31,		
	2015	2016	2017
Net revenues	\$ 199,069	\$ 406,686	\$ 673,420
Gross profits	\$ 167,512	\$ 351,782	\$ 579,076
(Loss) income from continuing operations	\$ (58,658)	\$ (25,455)	\$ 30,669
Net (loss) income	\$ (58,658)	\$ (25,455)	\$ 30,669

Cost method investments

- (iv) In April 2011, the Company acquired 2% equity interest of Hylink at total cash consideration of \$2,381. Hylink is mainly engaged in advertising agency service. The Company was not able to exercise significant influence over the operating and financial decisions of Hylink, and thus the Company used the cost method to account for its investment.

In August 2017, Hylink successfully listed on the Shanghai Stock Exchange in China. The Company reclassified the investment as available-for-sale securities. Unrealized holding gains of \$7,489 were reported in other comprehensive income for the year ended December 31, 2017.

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10. LONG-TERM INVESTMENTS - continued

Cost method investments – continued

- (v) In August 2014, the Company entered into an agreement to purchase Series B Preferred Shares issued by StoreDot for a total cash consideration of \$10,001 and held 6.06% equity interest of StoreDot. The Company was not able to exercise significant influence over the operating and financial decisions of StoreDot, and thus the Company used the cost method to account for its investment.
- (vi) In November 2014, the Company entered into an agreement to acquire 10% equity interest of GoGo for a total consideration of \$8,100. In May 2015, June 2015 and May 2016, the Company acquired additional equity interest of GoGo for a total consideration of \$5,000, \$3,000 and \$500, respectively. The Company held 13.89% and 10.48% equity interest of GoGo as of December 31, 2015 and 2016, respectively. The Company was not able to exercise significant influence over the operating and financial decisions of GoGo, and thus the Company used the cost method to account for its investment. As of December 31, 2016, as a result of a decrease in fair value of GoGo from its new financing in 2016, the Company performed an impairment analysis and recognized an OTTI loss of \$5,473 during the year ended December 31, 2016.
- (vii) In January 2015, the Company entered into an agreement to purchase 5,579,734 Series E Preferred Shares issued by Motif for a total consideration of \$40,000 and held 10% equity interest of Motif as of December 31, 2015. The Company was not able to exercise significant influence over the operating and financial decisions of Motif, and thus the Company used the cost method to account for its investment. As a result of a failure to achieve Motif's business plan and deterioration of its results, the Company performed an impairment analysis and recognized an OTTI loss of \$32,300 and \$2,225 during the years ended December 31, 2016 and 2017, respectively.
- (viii) In March 2015, the Company entered into an agreement to purchase 6,153,999 Series C Preferred Shares issued by LendingHome for a total consideration of \$65,843 and held 14.72% equity interest of LendingHome as of December 31, 2015. The Company was not able to exercise significant influence over the operating and financial decisions of LendingHome, and thus the Company used the cost method to account for its investment.
- (ix) In January 2015, the Company acquired 204,471 Series A Preferred Shares issued by Credit Shop at a price of \$73.36 for a total consideration of \$15,000. Additionally, the parties also reached an agreement, whereby the Company would provide a revolving line of credit up to \$15,000 to Credit Shop. That agreement also included an option whereby the Company or Credit Shop have the option to convert the full \$15,000 revolving line into Series A Preferred Shares of Credit Shop. Prior to or in conjunction with the exercise of the option, the Company is required to have fully funded the \$15,000 revolving loan. Additionally, upon the exercise of the option, the Company is also required to purchase additional Series A Preferred Shares from Credit Shop in the amount of \$5,000.

Such option is not legally detachable or transferable and therefore was not separately accounted. In December 2015, Credit Shop exercised the option; the Company therefore purchased \$20,000 of Series A Preferred Shares in February 2016. As of December 31, 2016, the Company held 40.99% equity interest of Credit Shop. The Company accounted for the investment under the cost method given that such shares have substantive liquidation preference over ordinary shares and are not considered in-substance common stock.

During the year ended December 31, 2017, as a result of a failure to achieve CreditShop's business plan and deterioration of its financial results, the Company performed an impairment analysis. As a result, the Company recognized an OTTI loss amounting to \$35,000 during the year ended December 31, 2017.

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10. LONG-TERM INVESTMENTS - continued

Cost method investments – continued

- (x) In March 2015, the Company entered into an agreement to purchase 4,770,131 Series B Preferred Shares issued by Eunke for a total consideration of \$25,000, and held 21.9% equity interest of Eunke as of December 31, 2015. The Company accounted for the investment under the cost method given that such shares have substantive liquidation preference over ordinary shares and are not considered in-substance common stock. In determining the fair value of the investment in Eunke, as a result of a failure to achieve Eunke's business plan and deterioration of its financial results, the Company applied the market approach using unobservable inputs, such as a lack of marketability discount and probability weighting for each scenario including liquidation, and initial public offering, and recognized an OTTI loss amounting to \$11,562 during the year ended December 31, 2017.
- (xi) Others represents other cost method investments with individual carrying amount less than \$10,000 as of December 31, 2016 and 2017, respectively.

In the third quarter of 2017, the Company disposed Mapbar, a cost method investment acquired in 2011, to an unrelated investor for a total consideration of US\$37,311, of which US\$32,726 was received as of December 31, 2017 and the rest amount were received in January 2018. The investment was fully impaired during the year ended December 31, 2013, and therefore, a total of \$37,311 gain on disposal of investment was recognized in 2017.

Available-for-sale investments

Long-term available-for-sale investments represent convertible redeemable preferred shares, convertible debt and equity securities. As of December 31, 2016 and 2017, the Company held following long-term available-for-sale investments:

	As of December 31, 2017				As of December 31, 2016			
	Cost	Gross unrealized gains	Other-than-temporary impairment	Fair value	Cost	Gross unrealized gains	Other-than-temporary impairment	Fair value
Convertible redeemable preferred shares	\$ 165,524	\$ 9,745	\$ (89,805)	\$ 85,464	\$ 172,928	\$ 16,387	\$ (50,830)	\$ 138,485
Convertible debt	7,500	-	(1,000)	6,500	4,700	-	-	4,700
Equity securities	2,305	7,489	-	9,794	-	-	-	-
Total	\$ 175,329	\$ 17,234	\$ (90,805)	\$ 101,758	\$ 177,628	\$ 16,387	\$ (50,830)	\$ 143,185

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10. LONG-TERM INVESTMENTS - continued

Available-for-sale investments - continued

- (xii) In November 2014, the Company acquired 35,040,427 Series C Preferred Shares issued by Snowball at a price of \$0.9988 per share. As part of the acquisition, the Company received a detachable preferred share warrant, exercisable within 2 years of the share acquisition, to (1) purchase additional up to 8,872,590 Series C Preferred Share at a price of \$1.6906 per share; (2) if Snowball issued subsequent equity securities, purchase such subsequent equity securities at a price amounting to the lower of \$1.6906 and the per share price paid by investors purchasing such subsequent equity securities. The total consideration for the purchase of Series C Preferred Shares and warrant was \$34,998, of which \$901 was allocated to the value of warrant based on its fair value at the acquisition date. The Company did not exercise the warrant and it expired in September 2016. As a result, the Company recorded a loss of \$901 in 2016.

The Company has determined that the Series C Preferred Shares are redeemable at the option of the investors according to the redemption terms further included below:

- (1) Each holder of the preferred shares then outstanding may require Snowball to redeem all but not less than all of the then outstanding preferred shares held by such requesting holder, at any time after the earliest of (i) five years from the issuance of the preferred shares if there is no firm commitment underwritten registered public offering of the shares or other securities of Snowball, (ii) any material adverse change in the regulatory environment, or (iii) any material breach by Snowball and/or the founders of Snowball of the preferred share purchase agreements, the shareholders' agreement, the Amended Memorandum and Articles of Snowball, or other relevant agreements and documents.
- (2) The redemption price per preferred share shall be the sum of the original issue price (as adjusted) and all declared but unpaid dividends, plus an assumed 8 percent compounded per annum return for each year the preferred shares were outstanding.

As such, the Company determined that the shares are debt securities in nature and accounted for those as available-for-sale securities. The Company performed an impairment analysis and recognized an OTTI loss of \$9,989 during the year ended December 31, 2017. In determining the fair value of the investment in Snowball Finance Inc., the Company applied the market approach using unobservable inputs, such as a lack of marketability discount and probability weighting for each scenario including liquidation, and initial public offering. Unrealized holding gains of \$803 and loss of \$278 were reported in other comprehensive income for the years ended December 31, 2016 and 2017, respectively.

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10. LONG-TERM INVESTMENTS - continued

Available-for-sale investments - continued

(xiii) In September 2014, the Company entered into an agreement to purchase 5,321,428 Series B-1 Preferred Shares and 649,351 Series B-2 Preferred Shares issued by Eall at a price of \$3.08 per Series B-1 share and \$2.62 per Series B-2 share for a total consideration of \$18,090. In July 2015, the Company purchased an additional 652,598 Series B-1 Preferred Shares at a price of \$3.08 per Series B-1 share for a total consideration of \$2,010. The Company has determined that all of the purchased shares are redeemable at the option of the investors according to the redemption terms further included below:

- (1) Each holder of the then outstanding preferred shares may require that Eall redeem all or part of the preferred shares then outstanding, on or after the earlier of (i) January 1, 2019, or (ii) the occurrence of any material breach or violation of any of the Memorandum and Articles of Eall, the preferred share purchase agreements, the shareholders agreement, and other relevant agreements and documents and/or the applicable laws by Eall or any direct or indirect holder of the ordinary shares of Eall.
- (2) The redemption price per preferred share shall be the amount equal to 100 percent of the original issue price, plus all accrued or declared but unpaid dividends on such preferred shares (subject to adjustments for share split, share dividend, reclassification or other similar events).

As such, the Company determined that they are debt securities in nature and accounted for those as available-for-sale securities.

In July 2016, Eall conducted a restructuring such that the Company ultimately held a 20.4% investment in both Eall and Eall Network, a shell company controlled by the founding shareholders of Eall. The Company still accounted the investment in Eall as available-for-sale investment as there were no changes to the nature and redemption rights of the investment and recorded its investment at fair value as of December 31, 2016 and 2017.

Additionally, the Company accounted for its investment in Eall Network as an in-substance common stock investment over which the Company could exercise significant influence. As a result, the Company recorded its investment in Eall Network as an equity method investment at \$17,937 based on the fair value of the investment at the time of the restructuring. The Company recognized its share of loss of \$200 and gain of \$321 related to its investment in Eall Network for the years ended December 31, 2016 and 2017, respectively.

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10. LONG-TERM INVESTMENTS - continued

Available-for-sale investments - continued

- (xiv) In January 2015, the Company entered into an agreement to purchase 64,281,655 Series D Preferred Shares issued by 268V Limited for a total consideration of \$75,000. The Company has determined that the Series D Preferred Shares are redeemable at the option of the investors according to the redemption terms further included below:
- (1) At the option of a holder of the preferred shares, 268V Limited shall redeem all, or any, of the outstanding preferred shares held by the requesting holder, at any time after the earliest of (i) the date that there is a material breach by 268V Limited or by any direct or indirect owners of the ordinary shares of 268V Limited, of the preferred share purchase agreements, the shareholder agreement, the restated Articles, and other relevant agreements and documents, (ii) any material adverse change in the regulatory environment that will cause the agreements that provide 268V Limited the control over its variable interest entity to be invalid or unenforceable, or (iii) the failure by 268V Limited to complete a firm underwritten public offering of the shares or other equity securities within five years from the issuance date of the preferred shares.
 - (2) The redemption price shall be equal to the greater of (i) an amount equal to the sum of the original issue price (as adjusted), plus an assumed 12 percent compounded per annum return for each year the preferred shares were outstanding, and all declared but unpaid dividends thereon up to the date of redemption or (ii) the fair market value of each preferred share.

As such, the Company determined that they are debt securities in nature and accounted for those as available-for-sale securities. As a result of a decrease in fair value of 268V Limited from its new financing in 2016 and 2017, the Company performed an impairment analysis and recognized an OTTI loss of \$50,830 and \$12,085 during the years ended December 31, 2016 and 2017, respectively. In determining the fair value of the investment in 268V Limited, the Company applied the market approach using unobservable inputs, such as a lack of marketability discount and probability weighting for each scenario including liquidation, and initial public offering. Unrealized holding gains of \$nil and \$122 were reported in other comprehensive income for the years ended December 31, 2016 and 2017, respectively.

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10. LONG-TERM INVESTMENTS - continued

Available-for-sale investments – continued

(xv) In July 2015 and March 2016, the Company purchased 14,727,541 Series B Preferred Shares and 510,248 shares of Series B++ Preferred Shares issued by Omni at the price of \$1.358 per Series B Preferred Share and \$1.96 per Series B++ Preferred Share for a total consideration of \$21,000, respectively. The Company has determined that the Series B Preferred Shares and Series B++ Preferred Shares are redeemable at the option of the investor according to the redemption terms further included below:

- (1) If so requested by any holder of the preferred shares, Omni shall redeem all or part of such outstanding preferred shares, at any time after the earliest of (i) July 30, 2021, if Omni has not consummated an underwritten public offering of its ordinary shares, (ii) any change of laws or policy with respect to the validity of the agreements that provide Omni with control over its variable interest entity, (iii) any competent governmental authority having determined that it is illegal for Omni to carry on its business as conducted and as proposed to be conducted in accordance with applicable laws, regulations, policies or discretion of competent governmental authorities, and Omni has been unable to carry on such business for at least 3 consecutive months due to such determination or (iv) any material breach by Omni and/or its founders of the preferred share purchase agreements, shareholder agreement or relevant agreements and documents.
- (2) The price at which each preferred share shall be redeemed shall be equal to the greater of (i) 150 percent of the original issue price of such preferred shares and (ii) the fair market value of such preferred shares.

As such, the Company determined that they are debt securities in nature and accounted for those as available-for-sale securities. Unrealized holding loss of \$2,813 and gain of \$584 were reported in other comprehensive income for the years ended December 31, 2016 and 2017, respectively.

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10. LONG-TERM INVESTMENTS - continued

Available-for-sale investments – continued

- (xvi) In January 2015, the Company entered into an agreement to purchase 1,553,566 Series A Preferred Shares issued by Zhu Chao for a total consideration of \$15,000. The Company has determined that the Series A Preferred Shares are redeemable at the option of the investor according to the redemption terms further included below:
- (1) Each holder of the then outstanding preferred shares is entitled to request Zhu Chao to redeem all or part of its outstanding preferred shares on or after the earliest of (i) August 10, 2020, if there has been no firm commitment underwritten public offering of the ordinary shares of Zhu Chao, (ii) the last date of the three-month period commencing from the delivery of notice of the occurrence of any PRC regulatory development by the majority preferred shareholders to Zhu Chao, if, during such three-month period, the ordinary preferred shareholders of Zhu Chao have failed to devise a feasible alternative legal structure reasonably satisfactory to the majority preferred shareholders that will give effect to the rights and preferences of the preferred shareholders under the Memorandum and Articles of Zhu Chao, the preferred share purchase agreement, the shareholder agreement and other relevant agreements and documents (“Zhu Chao Transaction Agreements”), as closely as possible, or (iii) the occurrence of any material breach by Zhu Chao or any holder of the ordinary shares of Zhu Chao of any of the Zhu Chao Transaction Agreements.
 - (2) The redemption price per preferred share shall be the amount equal to 200 percent the original issue price of the preferred share, plus all accrued or declared but unpaid dividends on such preferred share.

As such, the Company determined that they are debt securities in nature and accounted for those as available-for-sale securities. In determining the fair value of the investment in Zhuchao Holdings Company Limited., as a result of a failure to achieve Zhu Chao’s business plan and deterioration of its operating results, the Company performed an impairment analysis and recognized an OTTI loss amounting to \$15,000 during the year ended December 31, 2017. Unrealized holding gains of \$nil, \$3,722 and loss of \$3,722 were reported in other comprehensive income for the years ended December 31, 2015, 2016 and 2017, respectively.

- (xvii) Others represents other long-term available-for-sale investments with individual carrying amount less than \$10,000 as of December 31, 2016 and 2017, respectively.

The fair value of long-term available-for-sale investments as measured is further discussed in Note 18.

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11. PROPERTY AND EQUIPMENT, NET

	As of December 31,	
	2016	2017
Building	\$ 29,989	\$ 32,002
Computer equipment and application software	18,724	17,821
Furniture and vehicles	137	312
Leasehold improvements	775	809
	\$ 49,625	\$ 50,944
Less: Accumulated depreciation	\$ (20,869)	\$ (21,322)
Less: Accumulated impairment loss	(90)	(90)
	\$ 28,666	\$ 29,532

Depreciation expense from continuing operations was \$7,338, \$2,626 and \$1,974 and from discontinued operations was \$1,500, \$52 and \$nil, for the years ended December 31, 2015, 2016 and 2017, respectively.

No impairment loss was recorded for the years ended December 31, 2015, 2016 and 2017, respectively.

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12. Goodwill

	<u>Amount</u>
Balance at January 1, 2017	-
Increase in goodwill related to acquisitions	\$ 99,654
Exchange difference	2,283
Balance at December 31, 2017	<u>\$ 101,937</u>

The Company's goodwill reflects the excess of the consideration paid or transferred including the fair value of contingent consideration over the fair values of the identifiable net assets acquired. The majority of the goodwill balance as of December 31, 2017 relates to the various used car dealerships acquired during the year ended December 31, 2017 as well as to other acquisitions which were individually deemed insignificant. Refer to Note 5 for further details.

To assess potential impairment of goodwill, the Company performs an assessment of the carrying value of the reporting unit at least on an annual basis or when events occur or circumstances change that would more likely than not reduce the estimated fair value of the reporting unit below its carrying value. If the carrying value of a reporting unit exceeds its fair value, the Company would perform the second step in its assessment process and record an impairment loss to earnings to the extent the carrying amount of the reporting unit's goodwill exceeds its implied fair value. The Company estimates the fair value of its reporting units through internal analysis and external valuations, which utilize the income and market approaches through the application of discounted cash flow methods. These valuations are based on a number of estimates and assumptions, including the projected future operating results of the reporting unit, discount rates, long-term growth rates and market comparables. The Company has performed its annual test for impairment of goodwill in accordance with the accounting standard as of December 31, 2017, and determined that it was not more likely than not that goodwill was impaired, and therefore did not recognize any impairment loss during the year ended December 31, 2017.

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13. SHORT - TERM DEBT AND LONG-TERM DEBT

Short-term debt

	Note	As of December 31,	
		2016	2017
East West Bank	(i)	\$ 30,000	\$ -
Bank of Shanghai	(ii)	7,202	12,296
Hengfeng Bank	(iii)	-	49,183
Total		\$ 37,202	\$ 61,479

(i) In December 2016, the Company entered into a short-term loan agreement with East West Bank for \$30,000. The loan bears an annual interest rate equal to the one month LIBOR rate plus 1.2% and has a loan period of six month. In June 2017, the Company amended and extended the maturity date to April 2018. In October 2017, the Company repaid \$10,000 of the loan balance. In January 2018, the Company further refinanced its short term loan agreement with East West Bank and replaced it with a long-term debt. The long-term debt has an annual interest rate equal to LIBOR rate plus 1.2% and is repayable on April 3, 2020. Accordingly, the Company has excluded \$20,000 from the short term debt and has reclassified it to long-term debt as of December 31, 2017.

(ii) In November 2016, the Company entered into a short-term loan agreement with Bank of Shanghai for \$7,202. The loan bears an annual interest rate of 141.5% of the one year loan interest rate quoted by the People's Bank of China and has a loan period of six months. The Chief Operating Officer ("COO") of the Company provided joint and several liability guarantee for the loan. The Company repaid the loan in May 2017.

In May and August 2017, the Company entered into five short-term loan agreements with Bank of Shanghai for \$12,296. The loans bear an annual interest rates ranging from 137.9% to 149.4% of the one year loan interest rate quoted by the People's Bank of China and have loan periods ranging from eight to eleven months. The Company repaid the loans in April 2018.

In February 2017, the Company entered into a six-month loan agreement with Bank of Shanghai for \$4,358. The loan bears an annual interest rates of 143.5% of the one year loan interest rate quoted by the People's Bank of China and has a loan period of five months. The Company repaid the loan in August 2017.

(iii) In March 2017, the Company entered into a loan agreement with Hengfeng Bank for \$33,045. The loan bears an annual interest rate of 109.2% of the one year loan interest rate quoted by the People's Bank of China. The Company repaid \$2,305 of the principal during the year ended December 31, 2017. \$3,074 of the principal is due during the year ended December 31, 2018 and the remaining balance, classified as long-term debt, is due during the years ended December 31, 2019 and 2020.

In May 2017, the Company entered into three short-term loan agreements with Hengfeng Bank for \$46,109. The loans bear an annual interest rate of 98.9% of the one year loan interest rate quoted by the People's Bank of China and has a loan period of one year.

Long-term debt – current

	Note	As of December 31,	
		2016	2017
A trust company	(v)	-	\$ 52,604
Total		-	\$ 52,604

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13. SHORT - TERM DEBT AND LONG-TERM DEBT – continued

Long-term debt – non current

	Note	As of December 31,	
		2016	2017
An asset management company	(iv)	\$ 42,786	\$ -
A trust company	(v)	52,604	-
Hengfeng Bank and East West Bank	(iii) (i)	-	47,665
Total		\$ 95,390	\$ 47,665

(iv) In November 2015, the Company entered into a long-term loan agreement with an asset management company to borrow \$69,468 in order to finance the investment in SoFi. The loan bears an annual interest rate ranging from 12% to 16% upon certain scenarios, including a qualified public offering of SoFi during the period of the loan, and requests the pledge of certain assets of the Company including building, the long-term investment in Hayman, and certain shares of SoFi owned by the Company including 4,970,573 Series B Preferred Stock, 6,020,695 Series D Preferred Stock and 2,361,116 Series E Preferred Stock. The loan is expected to be repaid within four years. The Chief Executive Officer (“CEO”) of the Company provided joint and several liability guarantee for the loan. The loan can be repaid in advance at the option of the Company upon distribution from the long-term investment in one of its equity method investee, or upon approval from the asset management company. In January 2016, the Company received the notice for such distribution from the equity method investee and repaid \$23,608 of the loan balance. In early 2017, the Company made a request to the asset management company for an early repayment. Such request was approved and the Company repaid the remainder of the loan in February 2017.

(v) In October 2015, the Company entered into a long-term loan agreement with a trust company to borrow \$59,260 in order to finance the investment in SoFi. The loan bears an annual interest rate 6% and requests the pledge of 7,512,535 Series F Preferred Stock of SoFi owned by the Company. As of December 31, 2017, as a result of SoFi missing certain revenue target, the loan became due within one year. Accordingly, the Company reclassified the loan to long-term debt - current.

Additionally, the Company issued the trust company a warrant to purchase 1,502,507 Series F Preferred Stock of SoFi from the Company at a preliminary exercise price of \$15.7763 per share upon occurrence of certain events within five years, including a qualified public offering of SoFi. Such warrant was considered as liability-classified warrants and separately recorded based on its fair value under the caption of "Other non-current liabilities" on the consolidated balance sheet.

The Company recognized a discount of \$6,656 based on the initial fair value of the warrant as a reduction of the loan. The discount is recognized over the term of the loan using the effective interest method, based on an imputed interest rate of 9.95%.

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14. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

	As of December 31,	
	2016	2017
Employee payroll and welfare payables	\$ 2,800	\$ 3,437
Other tax payable	7,013	12,676
Accrued professional, marketing and leasing fees	3,965	6,032
Interest payable	(i) 1,761	13,472
Other payables	4,242	10,281
Total	\$ 19,781	\$ 45,898

(i) The balance mainly include the interest payable of Long-term debt - current (see Note 13 (v)).

15. PAYABLE TO INVESTORS

In the ordinary course of business, through the peer-to-peer platforms and the Company's consolidated Shanghai Renren Finance Leasing Asset-Backed Special Plans (the "Plans"), the Company identifies investors and transfers creditors' rights to those investors. The Company further offers different investment periods to investors with various annual interest rates while those credit rights are held by the investors. The terms of the sales require the Company to repurchase those creditors' rights from investors prior to or upon the maturity of the investment period. As a result, the sales of those creditors' rights are not accounted for as a sale and remain on the consolidated balance sheet and are recorded as payable to investors in the Company's consolidated balance sheet.

The short-term payable to investors bears a fixed annual rate ranging from 8.6% to 11.04% with different investment periods to investors ranging from 15 days to 12 months, for both the years ended December 31, 2016 and 2017. Short-term payable to investors also includes payable to investors from the Plans.

The long-term payable to investors as of December 31, 2016 was arising from the Plans, which will expire by the end of May 2018, and bears a fixed annual rate ranging from 5.5% to 7.0% with an investment periods to investors of 21 months. The remaining balance from the Plan as December 31, 2017 became short-term payable to investors.

16. INCOME TAXES

The Company, CIAC, Renren Gongying Inc, Link224 Inc., Renren Lianhe Holdings, Wole Inc., JiehunChina Inc., Renren Auto Group, Renren CRSP Holdings Inc., Renren CHYP Holdings Inc., Renren PLML Holdings Inc., Renren KURY Holdings Inc., Renren ONER Holdings Inc., Renren LSTAR Holdings Inc., Renren BLCR Holdings Inc., Renren ZHCH Holdings Inc., Renren CHRYPH Holdings Inc., Renren Study Inc., Renren SF Holdings Inc., Oak Pacific Investment and Renren Finance Inc. are all incorporated in the Cayman Islands. Under the current laws of the Cayman Islands, the companies are not subject to income or capital gains taxes.

Chime Technologies, Inc., Renren U.S. Holdco, Inc., Sideo Inc., Geographic Farming LLC and Trucker Path Inc. are incorporated in the US and subject to state income tax and federal income tax at different tax rates, depending upon taxable income levels. They did not have taxable income and no income tax expense was provided for the year ended December 31, 2015, 2016 and 2017.

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16. INCOME TAXES - continued

Other subsidiaries and VIEs of the Company domiciled in the PRC were subject to 25% statutory income tax rate in the years presented.

The EIT Law includes a provision specifying that legal entities organized outside PRC will be considered residents for Chinese income tax purposes if their place of effective management or control is within PRC. If legal entities organized outside PRC were considered residents for Chinese income tax purpose, they would become subject to the EIT Law on their worldwide income. This would cause any income from legal entities organized outside PRC earned to be subject to PRC's 25% EIT. The Implementation Rules to EIT Law provide that non-resident legal entities will be considered as PRC residents if substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. reside within PRC.

Beijing Qilin Wings Technology Development Co., Ltd., incorporated in the PRC on January 16, 2013, qualified as a "High and New Tech Enterprise" in 2017, and therefore was entitled to a preferential tax rate of 15% for the following three years.

Despite the present uncertainties resulting from the limited PRC tax guidance on the issue, the Company does not believe that the legal entities organized outside the PRC should be characterized as PRC residents for EIT Law purposes.

Under the EIT Law and its implementation rules which became effective on January 1, 2008, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in PRC to its foreign investors who are non-resident enterprises are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with PRC that provides for a different withholding arrangement. The Cayman Islands, where the Company is incorporated, does not have a tax treaty with PRC.

The Company's subsidiaries and VIEs located in the PRC had aggregate accumulated deficits as of December 31, 2017. Accordingly, no deferred tax liability had been accrued for the Chinese dividend withholding taxes as of December 31, 2017.

The current and deferred component of income tax expenses which were substantially attributable to the Company's PRC subsidiaries and VIEs and VIEs' subsidiaries, are as follows:

	Years ended December 31,		
	2015	2016	2017
Current income tax expenses	\$ 3,124	\$ 2,470	\$ 4,479
Deferred income tax expenses	-	-	-
Total income tax expenses	\$ 3,124	\$ 2,470	\$ 4,479

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16. INCOME TAXES - continued

The principal components of the deferred tax assets and liabilities are as follows:

	As of December 31,	
	2016	2017
Deferred tax assets		
Provision for doubtful accounts	\$ 5,339	\$ 3,422
Accrued payroll and welfare	700	809
Accrued liabilities	2,409	2,414
Long term investment impairment	-	2,328
Excessive advertising fee	1,572	1,990
Excessive employee education fee	150	161
Net operating loss carry forwards	54,567	55,745
Less valuation allowance	(64,737)	(66,869)
Deferred tax assets, net	<u>\$ -</u>	<u>\$ -</u>
Deferred tax liabilities	<u>\$ -</u>	<u>\$ -</u>

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16. INCOME TAXES - continued

The Company operates through multiple subsidiaries and VIEs and VIEs' subsidiaries. The valuation allowance is considered on each individual entity basis. The subsidiaries and VIEs and VIEs' subsidiaries registered in the PRC have total deferred tax assets related to net operating loss carry forwards of \$54,567 and \$55,745 as of December 31, 2016 and 2017, respectively. The Company assessed the available evidence to estimate if sufficient future taxable income would be generated to use the existing deferred tax assets. As of December 31, 2016 and 2017, valuation allowances were established because the Company believes that it is more likely than not that its deferred tax assets will not be realized as it does not expect to generate sufficient taxable income in the near future.

Reconciliation between the income tax expenses computed by applying the PRC tax rate to loss before the provision of income taxes and the actual provision for income taxes is as follows:

	Years ended December 31,		
	2015	2016	2017
Loss before provision of income tax	\$ (214,585)	\$ (173,400)	\$ (173,264)
PRC statutory income tax rate	25%	25%	25%
Income tax at statutory tax rate	(53,646)	(43,350)	(43,316)
Taxable deemed interest income from inter-company interest-free loans	5,632	6,925	7,288
Non-deductible loss and other expenses not deductible for tax purposes	41,114	42,571	37,096
Effect of income tax rate differences in jurisdictions other than the PRC	(27)	(54)	709
Effect of tax holidays	-	-	570
Changes in valuation allowance	10,051	(3,622)	2,132
Income tax expenses	<u>\$ 3,124</u>	<u>\$ 2,470</u>	<u>\$ 4,479</u>

The Company did not identify significant unrecognized tax benefits for the years ended December 31, 2015, 2016 and 2017, respectively. The Company did not incur any interest and penalties related to potential underpaid income tax expenses.

Since January 1, 2008, the relevant tax authorities have not conducted a tax examination on PRC entities. In accordance with relevant PRC tax administration laws, tax years from 2013 to 2017 of the Company's PRC subsidiaries and VIEs and VIEs' subsidiaries remain subject to tax audits as of December 31, 2017, at the tax authority's discretion.

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17. **ORDINARY SHARES**

Under a series of share repurchase programs approved by the Company's board of directors on September 29, 2011, December 26, 2012, June 28, 2013 and June 28, 2014, during the years ended December 31, 2015, 2016 and 2017, the Company repurchased 10,912,110, nil and nil ordinary shares for total considerations of \$10,292, \$ nil and \$nil, respectively.

18. **FAIR VALUE MEASUREMENTS**

Assets and liabilities disclosed at fair value

The Company measures its cash and cash equivalents, restricted cash, amounts due from/to related parties, financing receivable, cost method investments and short-term and long-term debt and payable to investors at amortized cost. The carrying values of cash and cash equivalents and restricted cash approximated fair value and represented a level 1 measurement. The carrying value of financing receivable and payable to investors approximate their fair value due to their short-term nature and are considered level 3 measurement. Such fair value was estimated by discounting scheduled cash flows through the estimated maturity with estimated discount rates based on current offering rates of comparable financings with similar terms. The carrying value of the debt obligations approximate fair value considering the borrowing rates are at the same level of the current market yield for the comparable debts and represent a level 2 measurement. The carrying value of amounts due from/to related parties approximate fair value due to the relatively short maturity.

Fair value of the cost method investments approximated \$187,649 as of December 31, 2017, as compared with \$144,797 of carrying value. Cost method investments do not have a quoted market price. The Company determined the fair value of the cost method investments generally by recent financing transactions which closed in the recent year as reference for fair value of the company's stock value. As the inputs are unobservable inputs for the asset or liability, this represents a level 2 measurement.

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18. FAIR VALUE MEASUREMENTS - continued

Assets and liabilities measured at fair value on a recurring basis

The Company measured its short-term investments, long-term available-for-sale investment and liability-classified warrant at fair value on a recurring basis as of December 31, 2016 and 2017.

Short-term investments include the investments in fund and future that were traded publicly in the open market and were valued based on the quoted market price and were classified as Level 1.

The Company's derivative financial instruments were classified as Level 2, as they were not actively traded and were valued using pricing models that used observable market inputs. The Company did not have any transfers between Level 1 and Level 2 fair value measurements during the periods presented.

The following table summarizes the Company's financial assets and liabilities measured and recorded at fair value on recurring basis as of December 31, 2016 and 2017, respectively:

	As of December 31, 2016				As of December 31, 2017			
	Fair Value Measurement at the Reporting Date using				Fair Value Measurement at the Reporting Date using			
	Quoted price in active markets for identical assets	Significant other observable inputs	Significant unobservable inputs	Total	Quoted price in active markets for identical assets	Significant other observable inputs	Significant unobservable inputs	Total
	Level 1	Level 2	Level 3		Level 1	Level 2	Level 3	
Short-term investments								
Trading securities:								
Funds	411	-	-	411	-	-	-	-
Future	(1)	-	-	(1)	-	-	-	-
Long-term investments								
Available-for-sale investments:								
Convertible redeemable preferred shares	-	-	138,485	138,485	-	-	85,464	85,464
Convertible debt	-	-	4,700	4,700	-	-	6,500	6,500
Equity securities	-	-	-	-	-	9,794	-	9,794
Accrued expense and other current liabilities								
Liability-classified warrant	-	-	(6,551)	(6,551)	-	-	(6,356)	(6,356)
Total	\$ 410	-	\$ 136,634	\$ 137,044	-	9,794	\$ 85,608	\$ 95,402

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18. FAIR VALUE MEASUREMENTS - continued

Assets and liabilities measured at fair value on a recurring basis - continued

The following table provides additional information about the reconciliation of the fair value measurements of assets and liabilities using significant unobservable inputs (level 3).

	Convertible redeemable preferred shares	Convertible Debt	Written put option	Liability- classified warrant
Balance as of December 31, 2015	\$ 219,278	\$ 6,500	\$ (7,000)	\$ (6,656)
Initial recognition	6,492	3,200	-	-
Derecognition	(17,937)	(5,000)	7,000	-
(Losses) earnings for the period				
Earnings	-	-	-	105
Impairment losses	(50,830)	-	-	-
Other comprehensive loss	(18,518)	-	-	-
Balance as of December 31, 2016	\$ 138,485	\$ 4,700	\$ -	\$ (6,551)
Initial recognition	-	3,000	-	-
Derecognition	(10,647)	(200)	-	-
(Losses) earnings for the period				
Earnings	-	-	-	195
Impairment losses	(38,975)	(1,000)	-	-
Other comprehensive loss	(3,399)	-	-	-
Balance as of December 31, 2017	\$ 85,464	\$ 6,500	\$ -	\$ (6,356)

Trading securities recorded in short-term investments were valued using the market approach based on the quoted prices in active markets at the reporting date.

Derivative financial instruments were valued based on quoted market prices of similar instruments and other significant inputs derived from or corroborated by observable market data.

Long-term available-for-sale investments do not have a quoted market rate. The Company determined the fair value of the long-term available-for-sale investments generally by adopting a market approach concluding on the overall investee's equity value which takes into consideration a number of factors that include expected market multiples from publicly traded companies in the industry, and allocating this value to the various classes of preferred and common shares by using an option-pricing method which takes into consideration a number of factors that include lack of marketability discount, interest rate, expected volatility, probability weight for each scenario including liquidation, redemption and initial public offering as applicable. The determination of the fair value requires the Company to make certain assumptions and estimates regarding industry economic factors.

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18. FAIR VALUE MEASUREMENTS - continued

Assets and liabilities measured at fair value on a recurring basis - continued

The liability-classified warrant was valued using Black-Scholes model with the following assumptions.

	Years ended December 31,	
	2016	2017
Exercise price	\$ 15.78	\$ 15.78
Annual risk-free interest rate	1.7%	2.0%
Volatility	28%	31%
Dividend yield	-	-

The assumptions are inherently uncertain and subjective. Changes in any unobservable inputs may have a significant impact on the fair values.

Assets measured at fair value on a nonrecurring basis

The Company measured its property and equipment, goodwill and other intangible assets, long-term cost and equity method investments at fair value on a nonrecurring basis whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable.

As of December 31, 2016, the Company performed impairment tests on its equity method investments, cost method investments and long-term available-for-sales investments, using the market approach or asset-based approach and recorded OTTI losses of \$7,519, \$43,958 and \$50,830 for its equity method investments, cost method investments and available-for-sales investments during the year ended December 31, 2016. The impairment of the equity method investments, cost method investments and available-for-sales investment is considered level 3 because the Company used unobservable inputs, such as a lack of marketability discount and probability weighting for each scenario including liquidation, redemption and an initial public offering as applicable.

As of December 31, 2017, the Company performed impairment tests on its equity method investments, cost method investments and long-term available-for-sales investments, using the market approach or asset-based approach and recorded OTTI losses of \$20,040, \$53,058 and \$39,975 for its equity method investments, cost method investments and long-term available-for-sales investments during the year ended December 31, 2017 (see Note 10). The impairment of the equity method investments, cost method investments and long-term available-for-sales investments is considered level 3 because the Company used unobservable inputs, such as a lack of marketability discount and probability weighting for each scenario including liquidation, redemption and an initial public offering as applicable.

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19. SHARE-BASED COMPENSATION

Stock options

The Company adopted 2003 Stock Incentive Plan (the "2003 Plan"), 2004 Stock Incentive Option Plan (the "2004 Plan"), 2005 Stock Incentive Plan (the "2005 Plan"), 2006 Equity Incentive Plan (the "2006 Plan"), 2008 Equity Incentive Plan (the "2008 Plan"), 2009 Equity Incentive Plan (the "2009 Plan"), 2011 Share Incentive Plan (the "2011 Plan"), 2016 Share Incentive Plan (the "2016 Plan") and the Equity Incentive Plan specifically for Online Gaming (the "Link224 Inc. Plan") for the granting of stock options and incentive stock options to employees and executives to reward them for service to the Company and to provide incentives for future service. In 2006, the Company adopted 2006 Plan to replace the 2003 Plan, 2004 Plan and 2005 Plan. On February 26, 2016, the Company amended 2011 Plan and 45,000,000 ordinary shares have been added to the award pool under the 2011 Plan. The maximum aggregate number of shares which may be issued pursuant to all awards under the 2006 Plan, 2008 Plan, 2009 Plan, 2011 Plan, 2016 Plan and Link224 Inc. Plan is 97,430,220, 30,529,630, 40,000,000, 110,014,158, 53,596,236 and 13,055,529, respectively. The term of the options may not exceed ten years from the date of the grant, except for the situation of amendment, modification and termination. The awards under the above plans are subject to vesting schedules ranging from immediately upon grant to six years subsequent to grant date.

On December 28, 2012, the Company modified the exercise price of the outstanding share options granted from \$4.00 per ADS to \$3.30 per ADS, which is the closing price of the Company's ADS on the modification date. The eligible outstanding options for this modification as of December 31, 2012 totaled at 27,480,309. The total incremental cost as a result of the modification was \$4,281, which was fully recognized as of the year ended December 31, 2016.

On May 19, 2014, the Company granted 69,593,691 share options to certain employees with exercise price of \$1.097 per share. Amongst, 34,796,847 shares were under agreement where 25% of the options will be vested on May 19, 2015 and 1/36 of the remaining 75% will be vested at the 18th day of each calendar month after May 19, 2015 through the end of the fourth year; 34,796,844 were under conditional option agreement where (1) 100% of the options shall be forfeited on May 19, 2017 unless the average closing price of one ADS of the Company during any 30-day period beginning on or after May 19, 2014 and ending on or before May 19, 2017 is \$6.00 or higher, and (2) 25% of the options will be vested on May 19, 2015 and 1/36 of the remaining 75% will be vested at the 18th day of each calendar month after May 19, 2015 through the end of the fourth year, however, that any conditional management options shall not be vested until the end of said 30-day period. On December 23, 2015, the Company's Compensation Committee approved to waive the award condition for certain outstanding share options. The total incremental cost as a result of the modification was \$10,926.

On August 24, 2017, the Company's Compensation Committee approved to reduce the exercise price for all outstanding options previously granted by the Company with an exercise price higher than \$0.478 per ordinary share to \$0.478 per share. Such reduction was accounted by the Company as a share option modification and required the remeasurement of these share options at the time of the modification. The total incremental cost as a result of the modification was \$10,382. The incremental cost related to vested options amounted to \$7,427 and was recorded in the consolidated statements of operations during the year ended December 31, 2017. The incremental cost related to unvested options amounted to \$2,955 and will be recorded over the remaining service period.

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19. SHARE-BASED COMPENSATION - continued

Stock options - continued

Excluding the options containing market and service vesting conditions, the Company calculated the estimated fair value of the options on the respective grant dates using the binomial option pricing model with the assistance from independent valuation firms, with the following assumptions used in 2016. The Company did not grant any options in 2015 and 2017. The weighted-average grant-date fair value of the share options granted during 2016 was \$0.54.

	<u>Year ended December 31,</u> <u>2016</u>
	<u>Using binomial</u> <u>model</u>
Risk-free interest rate	2.0%
Volatility	50%
Expected term (in years)	10
Exercise price	\$ 1.227
Dividend yield	-

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19. SHARE-BASED COMPENSATION - continued

Stock options - continued

(1) *Volatility*

The volatility of the underlying ordinary shares during the life of the options was estimated based on the historical stock price volatility of listed comparable companies over a period comparable to the expected term of the options.

(2) *Risk-free interest rate*

Risk-free interest rate was estimated based on the yield to maturity of treasury bonds of the United States with a maturity period close to the expected life of the options.

(3) *Expected term*

For the options granted to employees, the Company estimated the expected term based on the vesting and contractual terms and employee demographics. For the options granted to non-employees, the Company estimated the expected term as the original contractual term.

(4) *Dividend yield*

The dividend yield was estimated by the Company based on its expected dividend policy over the expected term of the options.

(5) *Exercise price*

The exercise price of the options was determined by the Company's board of directors.

(6) *Fair value of underlying ordinary shares*

The closing market price of the Company's ordinary shares on the grant date was used.

The aggregate intrinsic value was calculated as the difference between the exercise price of the underlying awards and the closing stock price of \$1.23, \$0.53, and \$0.69 of the Company's ordinary share on December 31, 2015, 2016 and 2017, respectively. The total intrinsic value of options exercised for the years ended December 31, 2015, 2016 and 2017 were \$2,044, \$1,118, and \$293, respectively. The total fair value of options vested during the years ended December 31, 2015, 2016 and 2017 were \$23,008, \$12,721, and \$16,036, respectively.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
 FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
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19. SHARE-BASED COMPENSATION - continued

Stock options - continued

The following table summarizes information with respect to share options outstanding as of December 31, 2017:

Range of exercise prices	Options outstanding			Options exercisable				
	Number outstanding	Weighted average remaining contractual life	Weighted average exercise price	Weighted average intrinsic value	Number of exercisable	Weighted average remaining contractual life	Weighted average exercise price	Weighted average intrinsic value
\$0.08-\$0.18	442,515	1.62	\$ 0.18	\$ 227	442,455	1.62	\$ 0.18	\$ 227
\$0.3-\$0.48	141,039,101	6.40	\$ 0.48	30,276	105,631,485	5.96	\$ 0.48	22,676
	<u>141,481,616</u>			<u>\$ 30,503</u>	<u>106,073,940</u>			<u>\$ 22,903</u>

	Number of shares	Weighted average exercise price	Weighted average grant date fair value
Balance, December 31, 2016	<u>145,446,560</u>	<u>\$ 0.96</u>	<u>\$ 0.63</u>
Exercised	(1,715,895)	\$ 0.33	\$ 0.30
Forfeited	<u>(2,249,049)</u>	<u>\$ 0.36</u>	<u>\$ 0.16</u>
Balance, December 31, 2017	<u>141,481,616</u>	<u>\$ 0.48</u>	<u>\$ 0.64</u>
Exercisable, December 31, 2017	<u>106,073,940</u>	<u>\$ 0.48</u>	
Expected to vest, December 31, 2017	<u>35,407,676</u>	<u>\$ 0.48</u>	

For employee stock options, the Company recorded share-based compensation from continuing operations of \$22,989, \$19,420, and \$23,904 and from discontinued operations of \$1,736, \$ nil and \$nil for the years ended December 31, 2015, 2016, and 2017, respectively, based on the fair value on the grant dates over the requisite service period of award using the straight-line method.

For non-employee options, share based compensation was immaterial for the years ended December 31, 2015, December 31, 2016 and December 31, 2017, respectively.

As of December 31, 2017, there was \$22,147 unrecognized share-based compensation expense relating to share options. This amount is expected to be recognized over a weighted-average vesting period of 1.70 years.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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19. SHARE-BASED COMPENSATION - continued

Nonvested restricted shares

A summary of the nonvested restricted shares activity is as follows:

	Weighted number of nonvested restricted shares	Weighted average fair value per ordinary share at the grant dates
Outstanding as of December 31, 2016	<u>15,935,208</u>	<u>1.00</u>
Granted	1,475,608	0.53
Vested	(5,182,140)	1.01
Forfeited	<u>(1,425,993)</u>	<u>0.90</u>
Outstanding as of December 31, 2017	<u>10,802,683</u>	<u>0.95</u>

The Company recorded compensation expenses based on the fair value of nonvested restricted shares on the grant dates over the requisite service period of award using the straight line vesting attribution method. The fair value of the nonvested restricted shares on the grant date was the closing market price of the ordinary shares as of the date. The Company recorded the compensation expenses related with nonvested restricted shares from continuing operations of \$1,509, \$4,124 and \$4,112. The Company did not have any compensation expenses related to nonvested shares in discontinued operations.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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19. SHARE-BASED COMPENSATION - continued

Nonvested restricted shares - continued

Total unrecognized compensation expense amounting to \$10,323 related to nonvested restricted shares granted as of December 31, 2017. The expense is expected to be recognized over a weighted-average period of 2.12 years.

In December 2015, the Company provided a loan of \$1,930 to one of its employees who was also a 25% noncontrolling shareholder of Wanmen, a subsidiary in which the Company initially owned a 75% equity interest. The employee used the loan to further contribute to Wanmen's capital. In January 2016, the Company waived the loan to the noncontrolling interest shareholder. The Company determined that the waiver of the loan and the capital contribution of Wanmen were a single transaction and accounted for the waiver of the loan as share-based compensation expense during the year ended December 31, 2015. In February 2016, Wanmen further received a capital injection from another external investor; as a result, the Company lost control over Wanmen and deconsolidated Wanmen during the year ended December 31, 2016.

The amount of share-based compensation expense for options and nonvested restricted shares attributable to cost of revenues, selling and marketing, research and development, general and administrative expenses and loss from the operations of the discontinued operations are as follows:

	Years ended December 31,		
	2015	2016	2017
Gross amount:			
Selling and marketing	\$ 243	\$ 770	\$ 598
Research and development	781	1,363	1,092
General and administrative	25,481	21,411	26,326
	<u>26,505</u>	<u>23,544</u>	<u>28,016</u>
Expense recorded in discontinued operations	1,736	-	-
Total share-based compensation expense	<u>\$ 28,241</u>	<u>\$ 23,544</u>	<u>\$ 28,016</u>

There was no income tax benefit recognized in the statements of operations for share-based compensation for the years ended December 31, 2015, 2016 and 2017.

RENREN INC.

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20. RELATED PARTY BALANCES AND TRANSACTIONS

Details of major related party balances and transactions as of December 31, 2016 and 2017 are as follows:

(1) Amounts due from related parties

As of December 31, 2016 and 2017, amounts due from related parties were \$13,419 and \$15,224, respectively, and details are as follows:

	Note	As of December 31,	
		2016	2017
Tianjin Yi Chuang Xin He Information Technology Co., Ltd., (“Yi Chuang Xin He”), a subsidiary of Eall, available-for-sale investee of the Company	(i)	10,082	10,759
Others		3,337	4,465
Total		\$ 13,419	\$ 15,224

- (i) The balance represents the loan to Yi Chuang Xin He. Yi Chuang Xin He is a subsidiary of Eall, which is an available-for-sale investee of the Company. In May 2016, the Company entered into agreements with Eall and Yi Chuang Xin He for a series of loan transactions, pursuant to which the Company made a loan amounting to RMB70 million to Yi Chuang Xin He. At the same time, Eall made a loan in US dollar to the Company amounting to RMB70 million (\$10,692). Both of the loans are free of interest. The loan due from Yi Chuang Xin He is repayable on demand. The loan due to Eall is repayable 5 work days after Yi Chuang Xin He repays the loan to the Company. The Company recorded the loans as amount due from and amount due to related parties as the Company does not have the right to offset and does not intend on setting off the loans. As of December 31, 2017, both of the loans remained outstanding.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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20. RELATED PARTY BALANCES AND TRANSACTIONS - continued

(2) Amounts due to related parties

		As of December 31,	
		2016	2017
Eall	(i)	\$ 10,692	\$ 10,692
Others		222	7,054
Total		<u>\$ 10,914</u>	<u>\$ 17,746</u>

(i) The balance represents the loan provided by Eall (see Note 20 (i)).

(3) Transactions with related parties for amount due from related parties

	Years ended December 31,		
	2015	2016	2017
Loan to Beautiful Bay Co., Ltd, substantially controlled by the majority shareholder of OPH which is controlled by the CEO of the Company	\$ 4,775	\$ -	\$ -
Loan to Yi Chuang Xin He	-	10,542	-
Loan to Beijing Yunke Logistics Co., Ltd, a subsidiary of Eunke, cost method investee of the Company	-	-	8,591
Others	182	4,083	3,069
Total	<u>\$ 4,957</u>	<u>\$ 14,625</u>	<u>\$ 11,660</u>

RENREN INC.

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20. RELATED PARTY BALANCES AND TRANSACTIONS - continued

- (4) Transactions with related parties for amount due to related parties

	Years ended December 31,		
	2015	2016	2017
Loan from Eall	\$ -	\$ 10,692	\$ -
Others	152	413	333
Total	\$ 152	\$ 11,105	\$ 333

- (5) In July 2012, the Company purchased \$10,000 Series 2012-A Senior Secured Sofi Loan Notes issued by SoFi Lending Corp., a subsidiary of SoFi. OPH is a shareholder of SoFi and the Company's chairman and CEO, Joe Chen, is a director of SoFi. In September 2012, March 2014, January and February 2015, and October 2015, the Company invested \$49,000, \$20,789, \$22,331 and \$150,000 in newly issued Series B preferred shares, Series D preferred shares, Series E preferred shares and Series F preferred shares of SoFi, respectively, concurrently with a group of other investors. These transactions were approved by the independent, disinterested members of the Company's board and the audit committee of the board.

In April 2017, the Company disposed 5,719,986 preferred shares of SoFi for total net proceeds of \$91,926, recording a realized gain amounting to \$58,335 (see Note 10 (i)).

- (6) In November 2015, the CEO of the Company provided joint and several liability guarantee for a long-term debt with a principal of \$69,468 (see Note 13 (iv)).

- (7) In 2006, the Company entered into an agreement to make a loan of \$167 to Liu Guolan, who is the mother-in-law of the Company's CEO, for her investment into Beijing Hulian Shidai Telecom Technology Co., Ltd. ("Hulian Shidai"). The period of the loan is 10 years.

In 2016, the Company received \$7,188 from Liu Guolan for the repayment of the loan, which is all the proceeds directly or indirectly received by Liu Guolan through holding the investment in Hulian Shidai. \$7,021 of the repayment was recorded as other income in the year ended December 31, 2016 as the Company has no further obligations to the relevant payment received.

- (8) In November 2016, the COO of the Company provided joint and several liability guarantee for a short-term debt with a principal of \$7,202 (see Note 13 (ii)).

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21. SEGMENT INFORMATION

The Company's Chief Operating Decision Maker (the "CODM") is the CEO, who is responsible for decisions about allocating resources and assessing performance of the Company. An operating segment is a component of the Company that engages in business activities from which it may earn revenues and incur expenses, and is identified on the basis of the internal financial reports that are provided to and regularly reviewed by the Company's CODM.

As described in Note 1, the Company started to operate the used car trading business in the second half of 2017 and stopped providing apartment rental financing to individuals and apartment agents, and financing to college students in 2016. As a result, the Company reevaluated its segments in the fourth quarter of 2017 and concluded that it had two remaining reportable segments as of and for the year ended December 31, 2017, namely Renren and Auto Group. The Auto Group segment mostly includes the sales of used cars as well as used car financing provided to used car dealerships while the Renren segment mostly includes the Company's main social networking website and mobile services as well as our social video platform. The segment information for the years ended December 31, 2015 and 2016 were retrospectively revised to reflect such changes as follows:

	Year ended December 31, 2015			Year ended December 31, 2016			Year ended December 31, 2017		
	Renren	Auto Group	Total	Renren	Auto Group	Total	Renren	Auto Group	Total
Net revenues	\$ 36,880	4,231	41,111	42,513	20,851	63,364	52,251	149,851	202,102
Cost of revenues	35,203	1,517	36,720	37,696	14,071	51,767	40,108	144,290	184,398
Operating expenses	107,211	2,486	109,697	68,918	15,692	84,610	80,403	25,178	105,581
Operating (loss) gain	(105,534)	228	(105,306)	(64,101)	(8,912)	(73,013)	(68,260)	(19,617)	(87,877)
Net loss from continuing operations	(221,851)	(1,326)	(223,177)	(183,638)	(10,415)	(194,053)	(85,237)	(25,266)	(110,503)
Net income from discontinued operations	1,520	-	1,520	8,701	-	8,701	-	-	-
Net loss	<u>\$ (220,331)</u>	<u>(1,326)</u>	<u>(221,657)</u>	<u>(174,937)</u>	<u>(10,415)</u>	<u>(185,352)</u>	<u>(85,237)</u>	<u>(25,266)</u>	<u>(110,503)</u>

The Company does not allocate assets to its current operating segments as management does not believe that allocating these assets is useful in evaluating these segments' performance. Accordingly, the Company has not made disclosure of total assets by reportable segment.

The majority of the Company's revenue for the years ended December 31, 2015, 2016 and 2017 was generated from the PRC.

As of December 31, 2015, 2016 and 2017, respectively, substantially all of long-lived assets of the Company were located in the PRC.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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22. LOSSES PER SHARE

The following table sets forth the computation of basic and diluted net loss per ordinary share for the years ended:

	Years ended December 31,		
	2015	2016	2017
Net loss:			
Loss from continuing operations	\$ (223,177)	\$ (194,053)	\$ (110,503)
Income from discontinued operations, net of tax	1,520	8,701	-
Net loss	(221,657)	(185,352)	(110,503)
Add: net loss attributable to noncontrolling interest	1,529	-	76
Net loss attributable to Renren Inc.	\$ (220,128)	\$ (185,352)	\$ (110,427)
Weighted average number of ordinary shares outstanding used in computing net loss per ordinary share-basic	1,019,378,556	1,022,664,396	1,028,537,406
Incremental weighted average ordinary shares from assumed exercise of stock options using the treasury stock method	7,857,646	4,512,567	-
Weighted average number of ordinary shares outstanding used in computing net income per ordinary share-diluted	<u>1,027,236,202</u>	<u>1,027,176,963</u>	<u>1,028,537,406</u>
Net loss per ordinary share attributable to Renren Inc. shareholders - basic:			
Loss per ordinary share from continuing operations	\$ (0.22)	\$ (0.19)	\$ (0.11)
Income per ordinary share from discontinued operations	\$ 0.00	\$ 0.01	\$ -
Net loss per ordinary share attributable to Renren Inc. shareholders - basic:	<u>\$ (0.22)</u>	<u>\$ (0.18)</u>	<u>\$ (0.11)</u>
Net loss per ordinary share attributable to Renren Inc. shareholders - diluted:			
Loss per ordinary share from continuing operations	\$ (0.22)	\$ (0.19)	\$ (0.11)
Income per ordinary share from discontinued operations	\$ 0.00	\$ 0.01	\$ -
Net loss per ordinary share attributable to Renren Inc. shareholders - diluted:	<u>\$ (0.22)</u>	<u>\$ (0.18)</u>	<u>\$ (0.11)</u>

For the years ended December 31, 2016 and 2017, 142,517,623 and 142,615,572 stock options and 3,354,015 and 9,668,727 nonvested shares were excluded from the calculation of diluted weighted average number of common shares, respectively, as their effect was anti-dilutive.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
 FOR THE YEARS ENDED DECEMBER 31, 2015, 2016 AND 2017
 (In thousands of US dollars, except share data and per share data, or otherwise noted)

23. COMMITMENTS

(1) Operating lease as lessee

The Company leases its facilities and offices under non-cancelable operating lease agreements. In addition, the Company pays telecommunications carriers and other service providers for telecommunications services and for hosting its servers at their internet data centers under non-cancelable agreements, which are treated as operating leases. These leases expire through 2027 and are renewable upon negotiation. Rental and bandwidth expenses under operating leases for 2015, 2016 and 2017 from continuing operations were \$12,113, \$5,964, and \$5,926 respectively and from discontinued operations were \$2,553, \$183 and \$nil, respectively.

Future minimum lease payments under such non-cancellable leases as of December 31, 2017 are as follows:

2018	\$ 6,366
2019	3,792
2020	3,031
2021 and thereafter	<u>1,686</u>
Total	<u>\$ 14,875</u>

(2) Future minimum principal payments related to the Company's long-term debts as of December 31, 2017 are as follows (see Note 13):

2018	\$ 59,260
2019	3,074
2020	<u>44,591</u>
Total	<u>\$ 106,925</u>

(3) Unconditional investment commitment

The Company was obligated to pay up to \$2,887 and \$1,736 for the acquisition of investments under various arrangements as of December 31, 2016 and 2017, respectively.

24. EMPLOYEE BENEFIT PLAN

Full time employees of the Company in the PRC participate in a government-mandated defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. The Company accrues for these benefits based on certain percentages of the employees' salaries. The total provisions for such employee benefits from continuing operations were \$10,032, \$6,469 and \$7,528 and from discontinued operations were \$621, \$85 and nil for the years ended December 31, 2015, 2016 and 2017, respectively.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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(In thousands of US dollars, except share data and per share data, or otherwise noted)

25. OTHER COMPREHENSIVE INCOME

Movement of accumulated other comprehensive income is as follow:

	Foreign currency translation adjustments	Unrealized gain (loss) on available-for-sale investments	Total
Balance as of December 31, 2014	\$ 9,267	\$ (1,493)	\$ 7,774
Exchange difference	(7,777)	37,127	29,350
Balance as of December 31, 2015	\$ 1,490	\$ 35,634	\$ 37,124
Exchange difference	(10,994)	(19,247)	(30,241)
Balance as of December 31, 2016	\$ (9,504)	\$ 16,387	\$ 6,883
Exchange difference	9,585	648	10,233
Balance as of December 31, 2017	\$ 81	\$ 17,035	\$ 17,116

26. STATUTORY RESERVE AND RESTRICTED NET ASSETS

In accordance with the Regulations on Enterprises with Foreign Investment of China and their articles of association, the Company's subsidiaries and VIE entities located in the PRC, being foreign invested enterprises established in the PRC, are required to provide for certain statutory reserves. These statutory reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund or discretionary reserve fund, and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires a minimum annual appropriation of 10% of after-tax profit (as determined under accounting principles generally accepted in China at each year-end); the other fund appropriations are at the subsidiaries' or the affiliated PRC entities' discretion. These statutory reserve funds can only be used for specific purposes of enterprise expansion, staff bonus and welfare, and are not distributable as cash dividends except in the event of liquidation of the Company's subsidiaries, the Company's affiliated PRC entities and their respective subsidiaries. The Company's subsidiaries and VIE entities are required to allocate at least 10% of their after-tax profits to the general reserve until such reserve has reached 50% of their respective registered capital. As of December 31, 2017, none of the Company's PRC subsidiaries and VIE entities had a general reserve that reached the 50% of their registered capital threshold, therefore they will continue to allocate at least 10% of their after-tax profits to the general reserve fund.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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(In thousands of US dollars, except share data and per share data, or otherwise noted)

26. STATUTORY RESERVE AND RESTRICTED NET ASSETS - continued

Appropriations to the enterprise expansion reserve and the staff welfare and bonus reserve are to be made at the discretion of the board of directors of each of the Company's subsidiaries. The appropriation to these reserves by the Company's PRC subsidiaries was \$nil, \$nil and \$nil for the years ended December 31, 2015, 2016 and 2017, respectively.

As a result of these PRC laws and regulations and the requirement that distributions by PRC entities can only be paid out of distributable profits computed in accordance with PRC GAAP, the PRC entities are restricted from transferring a portion of their net assets to the Company. Amounts restricted include paid-in capital and the statutory reserves of the Company's PRC subsidiaries and VIE entities. The aggregate amounts of capital and statutory reserves restricted which represented the amount of net assets of the relevant subsidiaries and VIE entities in the Company not available for distribution was \$370,971 and \$435,999 as of December 31, 2016 and 2017, respectively.

RENREN INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - continued
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(In thousands of US dollars, except share data and per share data, or otherwise noted)

27. SUBSEQUENT EVENT

Stock incentive plan

On January 31, 2018, the Company approved a stock incentive plans specifically for Auto Group segment (the "Kaixin Auto Group 2018 Plan"), pursuant to which the maximum number of shares of the Company available for issuance pursuant to all awards thereunder shall be 40,000,000 ordinary shares of Kaixin Auto Group, a subsidiary of the Company.

Property disposal plan

On April 20, 2018, the Company entered into a contract with Shanghai Liandong Economic Development Company, Shanghai Zhenda Industrial Co., Ltd. and Shanghai Baoshan Xiershi Industrial Co., Ltd., selling the Company's property located in Shanghai. The selling deposit amounted to \$3,073 and the total selling price amounted to \$61,210. The deposit was received in April 2018.

RENREN INC.

Additional Information - Financial Statement Schedule I
Condensed Financial Information of Parent Company
BALANCE SHEETS

(U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	As of December 31,	
	2016	2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 15,694	\$ 97,697
Prepaid expenses and other current assets	-	5,179
Amounts due from subsidiaries	1,127,402	1,144,420
Total current assets	1,143,096	1,247,296
Long-term investments	232,952	209,605
Investment in subsidiaries	(529,991)	(687,629)
TOTAL ASSETS	<u>\$ 846,057</u>	<u>\$ 769,272</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Short-term debt	30,000	-
Long-term debt - current	-	52,604
Accrued expenses and other current liabilities	1,446	15,508
Amounts due to related party	10,692	-
Total current liabilities	42,138	68,112
Long-term liabilities	52,604	20,000
Other non-current liabilities	12,849	6,356
TOTAL LIABILITIES	<u>\$ 107,591</u>	<u>\$ 94,468</u>
Equity:		
Class A ordinary shares, \$0.001 par value, 3,000,000,000 shares authorized, 719,651,418 and 726,549,453 shares issued and outstanding as of December 31, 2016 and 2017, respectively	720	727
Class B ordinary shares, \$0.001 par value, 500,000,000 shares authorized, 305,388,450 and 305,388,450 shares issued and outstanding as of December 31, 2016 and 2017, respectively	305	305
Additional paid-in capital	1,266,592	1,303,117
Accumulated deficit	(536,034)	(646,461)
Accumulated other comprehensive income	6,883	17,116
Equity	738,466	674,804
TOTAL LIABILITIES AND EQUITY	<u>\$ 846,057</u>	<u>\$ 769,272</u>

RENREN INC.

Additional Information - Financial Statement Schedule I
 Condensed Financial Information of Parent Company
STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME
 (U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Selling and marketing	\$ 243	\$ 770	\$ 598
Research and development	780	1,363	1,092
General and administrative	28,811	25,477	33,519
Total operating expenses	29,834	27,610	35,209
Other (loss) income	(528)	307	1,385
Interest income	270	127	223
Interest expenses	(985)	(5,728)	(6,391)
Realized gain on short-term investments	4,102	-	-
(Loss) earnings in equity method investments	(3,516)	(3,968)	9,743
(Loss) gain on disposal of equity method investments	(534)	-	58,335
(Loss) gain on disposal of cost method investments	-	-	37,311
Equity in loss of subsidiaries and variable interest entities	(189,103)	(148,480)	(175,824)
Net loss	\$ (220,128)	\$ (185,352)	\$ (110,427)
Other comprehensive (loss) income, net of tax:			
Foreign currency translation	(7,777)	(10,994)	9,585
Net unrealized gain (loss) on available-for-sale investments, net of tax of \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	40,695	(18,518)	3,891
Transfer to statements of operations of realized gain on available-for-sale securities, net of tax of \$nil for the years ended December 31, 2015, 2016 and 2017, respectively	(3,568)	(729)	(3,243)
Other comprehensive income (loss)	\$ 29,350	\$ (30,241)	\$ 10,233
Comprehensive loss	\$ (190,778)	\$ (215,593)	\$ (100,194)

RENREN INC.

Additional Information - Financial Statement Schedule I
Condensed Financial Information of Parent Company
STATEMENTS OF CASH FLOWS

(U.S. dollars in thousands, except share data and per share data, or otherwise noted)

	Years ended December 31,		
	2015	2016	2017
Cash flows from operating activities:			
Net loss	\$ (220,128)	\$ (185,352)	\$ (110,427)
Equity in income of subsidiaries and variable interest entities	189,103	148,480	175,824
Share-based compensation expense	24,575	23,544	28,016
Gain on disposal of cost method investment	-	-	(37,311)
Exchange loss (gain) on offshore accounts	376	3	(1)
Gain on short-term investments and fair value change of derivatives	(4,102)	-	-
Loss (earnings) in equity method investment	4,050	3,968	(68,078)
Fair value change of liability-classified warrant	-	(105)	(195)
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	2,796	107	(294)
Accrued expenses and other current liabilities	(5,040)	(1,689)	1,902
Other non-current liabilities	966	5,332	5,862
Increase in amounts due from subsidiaries	(128,551)	(65,055)	(27,710)
Net cash used in operating activities	(135,955)	(70,767)	(32,412)
Cash flows from investing activities:			
Restricted cash	(15,370)	15,370	-
Decrease in term deposits	139,514	-	-
Proceeds from sale of available-for-sale securities	33,416	-	-
Proceeds from principal return on SoFi Loan Note	984	5,879	-
Proceeds from sale of equity method investment	-	18,460	91,926
Proceeds from sale of cost method investment	-	-	32,726
Capital distribution received from equity method investees	9,854	-	-
Dividend received from available-for-sale securities	137	-	-
Purchase of equity method investment	(172,331)	(1,000)	(500)
Purchase of cost method investment	(300)	-	-
Net cash (used in) provided by investing activities	(4,096)	38,709	124,152
Cash flows from financing activities:			
Repurchase of ordinary shares	(10,292)	-	-
Proceeds from exercise of share options	1,231	1,430	262
Proceeds from borrowings	159,260	30,000	-
Restricted cash for debt borrowings	(100,000)	100,000	-
Repayment of borrowings	-	(100,000)	(10,000)
Proceeds from loan from a related party	-	10,692	-
Net cash provided by (used in) financing activities	50,199	42,122	(9,738)
Net (decrease) increase in cash and cash equivalents	(89,852)	10,064	82,002
Cash and cash equivalents at beginning of year	95,485	5,633	15,694
Effect of exchange rate changes	-	(3)	1
Cash and cash equivalents at end of year	\$ 5,633	\$ 15,694	\$ 97,697

RENREN INC.

**Additional Information - Financial Statement Schedule I
Condensed Financial Information of Parent Company
NOTES TO FINANCIAL STATEMENTS
(U.S. dollars in thousands, except share data and per share data, or otherwise noted)**

1. BASIS FOR PREPARATION

The condensed financial information of the Parent Company has been prepared using the same accounting policies as set out in the Company's consolidated financial statements except that the Parent Company used the equity method to account for investments in its subsidiaries and VIE.

The condensed financial information is provided since the restricted net assets of the Company's subsidiaries, VIE and VIE's subsidiaries were \$435,999, over 25% of the consolidated net assets of the Company as of December 31, 2017.

2. INVESTMENTS IN SUBSIDIARIES, VIE AND VIE'S SUBSIDIARIES

The Parent Company and its subsidiaries, VIEs and VIEs' subsidiaries were included in the consolidated financial statements where inter-company balances and transactions were eliminated upon consolidation. For purpose of the Parent Company's stand-alone financial statements, its investments in subsidiaries, VIEs and VIEs' subsidiaries were reported using the equity method of accounting. The Parent Company's share of loss from its subsidiaries, VIEs and VIEs' subsidiaries were reported as share of loss of subsidiaries, VIEs and VIEs' subsidiaries in the accompanying Parent Company financial statements. Ordinarily under the equity method, an investor in an equity method investee would cease to recognize its share of the losses of an investee once the carrying value of the investment has been reduced to \$nil absent an undertaking by the investor to provide continuing support and fund losses. For the purpose of this Schedule I, the Parent Company has continued to reflect its share, based on its proportionate interest, of the losses of subsidiaries, VIEs and VIEs' subsidiaries regardless of the carrying value of the investment even though the Parent Company is not obligated to provide continuing support or fund losses.

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of August 18 of 2017.

by and between the following parties:

(1) **LENDER: Shanghia Renren Automobile Technology Company Limited**
Registered Address: Room 917-918, No 328 Road,, Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

(2) **BORROWER: Jian Liu**
PRC Identification Card No: 310102197211124453
Address: Room 1054, No 2, Lane 138, Nandan Road, Xuhui District, Shanghai, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Renminbi Five Hundred Thousand Yuan (RMB 500,000), pursuant to the terms and conditions set forth herein.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Principal Amount of the Loan

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 500,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

2. Loan Terms

2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. ("Qianxiang Changda"), a company incorporated under the laws of the People's Republic of China to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Qianxiang Changda is transferred as stipulated above and if all the fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.3 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.3.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
 - 2.3.2 The Borrower commits crime or is involved in crime;
 - 2.3.3 Any third party claims debt of the Borrower exceeding RMB 10,000,000 (RMB 10,000,000) which the Borrower is not able to repay;
 - 2.3.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
 - 2.3.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

3. Conditions Precedent to the Disbursement of the Loan

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.

- 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.
- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Qianxiang Changda, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Qianxiang Changda to the Lender, to the extent permitted under PRC laws.

4. Representations and Warranties

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
 - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
 - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
 - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
 - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
 - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower’s right in Qianxiang Changda or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
 - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;

- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

5. Covenants and Undertakings of Borrower

- 5.1 The Borrower, as a shareholder of Qianxiang Changda, hereby undertakes to, and shall cause Qianxiang Changda, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;
- 5.1.8 It shall not conduct any business that is beyond the normal course of business;

- 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;
 - 5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and
 - 5.1.11 It shall not have any of its subsidiaries do any of the foregoing.
- 5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:
- 5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Qianxiang Changda;
 - 5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Qianxiang Changda;
 - 5.2.3 he shall procure that the shareholders' meeting of Qianxiang Changda shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;
 - 5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Qianxiang Changda without prior written consent of the Lender;
 - 5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Qianxiang Changda to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Qianxiang Changda waive any prior right over purchasing such shares, as required by the Lender;
 - 5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.
- 5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:
- 5.3.1 pledge all equity interest in Qianxiang Changda held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;
 - 5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Qianxiang Changda held by the Borrower;

- 5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Qianxiang Changda from the Borrower at an agreed price pursuant to the Option Agreement.

6. Default

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

7. Confidentiality

- 7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement.

The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

- 7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

8. Notices

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

9. Governing Law and Dispute Settlement

- 9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

- 9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

10. Force Majeure

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

11. Effective Date

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

12. Miscellaneous

- 12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.
- 12.2 Any appendix attached hereto shall be of the same effect as this Agreement.
- 12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.
- 12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

LENDER: Shanghai Renren Automobile Technology Company Limited
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

BORROWER: Liu Jian

By: /s/ Liu Jian

[SIGNATURE PAGE TO LOAN AGREEMENT]

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of August 18 of 2017.

by and between the following parties:

- (1) **LENDER: Shanghai Renren Automobile Technology Company Limited**
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian
- and
- (2) **BORROWER: Yang Jing**
PRC Identification Card No: 532721197005100025
Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Renminbi Forty-nine million, Five hundred Thousand Yuan (RMB 49,500,000), pursuant to the terms and conditions set forth herein.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Principal Amount of the Loan

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 49,500,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

2. Loan Terms

2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. ("Qianxiang Changda"), a company incorporated under the laws of the People's Republic of China to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Qianxiang Changda is transferred as stipulated above and if all the fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.3 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.3.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
 - 2.3.2 The Borrower commits crime or is involved in crime;
 - 2.3.3 Any third party claims debt of the Borrower exceeding RMB 10,000,000 (RMB 10,000,000) which the Borrower is not able to repay;
 - 2.3.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
 - 2.3.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

3. Conditions Precedent to the Disbursement of the Loan

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.

- 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.
- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Qianxiang Changda, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Qianxiang Changda to the Lender, to the extent permitted under PRC laws.

4. Representations and Warranties

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
 - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
 - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
 - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
 - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
 - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower’s right in Qianxiang Changda or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
 - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;

- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

5. Covenants and Undertakings of Borrower

- 5.1 The Borrower, as a shareholder of Qianxiang Changda, hereby undertakes to, and shall cause Qianxiang Changda, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;

- 5.1.8 It shall not conduct any business that is beyond the normal course of business;
 - 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;
 - 5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and
 - 5.1.11 It shall not have any of its subsidiaries do any of the foregoing.
- 5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:
- 5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Qianxiang Changda;
 - 5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Qianxiang Changda;
 - 5.2.3 he shall procure that the shareholders' meeting of Qianxiang Changda shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;
 - 5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Qianxiang Changda without prior written consent of the Lender;
 - 5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Qianxiang Changda to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Qianxiang Changda waive any prior right over purchasing such shares, as required by the Lender;
 - 5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.
- 5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:
- 5.3.1 pledge all equity interest in Qianxiang Changda held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;

- 5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Qianxiang Changda held by the Borrower;
- 5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Qianxiang Changda from the Borrower at an agreed price pursuant to the Option Agreement.

6. Default

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

7. Confidentiality

7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement.

The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

8. Notices

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

9. Governing Law and Dispute Settlement

9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

10. Force Majeure

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

11. Effective Date

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

12. Miscellaneous

- 12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.
- 12.2 Any appendix attached hereto shall be of the same effect as this Agreement.
- 12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.
- 12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

LENDER:
Shanghai Renren Automobile Technology Company Limited

(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

BORROWER: Yang Jing

By: /s/ Yang Jing

[SIGNATURE PAGE TO LOAN AGREEMENT]

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of August 18 of 2017.

by and between the following parties:

- (1) **LENDER: Shanghai Renren Automobile Technology Company Limited.**
Registered Address: Room 917-918, No.328, Jiajian Road Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) **BORROWER: Yi Rui**
PRC Identification Card No: 110105196905084166
Address: No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Renminbi Five Hundred thousand Yuan (RMB 500,000), pursuant to the terms and conditions set forth herein.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Principal Amount of the Loan

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 500,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

2. Loan Terms

2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Shanghai Renren Automobile Technology Company Limited. (“**Renren Automobile**”), a company incorporated under the laws of the People's Republic of China to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Renren Automobile is transferred as stipulated above and if all the fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.3 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.3.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
 - 2.3.2 The Borrower commits crime or is involved in crime;
 - 2.3.3 Any third party claims debt of the Borrower exceeding RMB 10,000,000 (RMB 10,000,000) which the Borrower is not able to repay;
 - 2.3.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
 - 2.3.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

3. Conditions Precedent to the Disbursement of the Loan

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.

- 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.
- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Renren Automobile, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Renren Automobile to the Lender, to the extent permitted under PRC laws.

4. Representations and Warranties

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
 - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
 - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
 - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
 - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
 - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower's right in Renren Automobile or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
 - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;

- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

5. Covenants and Undertakings of Borrower

- 5.1 The Borrower, as a shareholder of Renren Automobile, hereby undertakes to, and shall cause Renren Automobile, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;
- 5.1.8 It shall not conduct any business that is beyond the normal course of business;

- 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;
 - 5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and
 - 5.1.11 It shall not have any of its subsidiaries do any of the foregoing.
- 5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:
- 5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Renren Automobile;
 - 5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Renren Automobile;
 - 5.2.3 he shall procure that the shareholders' meeting of Renren Automobile shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;
 - 5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Renren Automobile without prior written consent of the Lender;
 - 5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Renren Automobile to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Renren Automobile waive any prior right over purchasing such shares, as required by the Lender;
 - 5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.
- 5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:
- 5.3.1 pledge all equity interest in Renren Automobile held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;
 - 5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Renren Automobile held by the Borrower;

- 5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Renren Automobile from the Borrower at an agreed price pursuant to the Option Agreement.

6. Default

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

7. Confidentiality

- 7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement.

The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

- 7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

8. Notices

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

9. Governing Law and Dispute Settlement

- 9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

10. Force Majeure

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

11. Effective Date

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

12. Miscellaneous

- 12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.
- 12.2 Any appendix attached hereto shall be of the same effect as this Agreement.
- 12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.
- 12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

LENDER: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

BORROWER: Yi Rui

By: /s/ Yi Rui

[SIGNATURE PAGE TO LOAN AGREEMENT]

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for purposes of this agreement) as of August 18 of 2017.

by and between the following parties:

- (1) **LENDER: Shanghai Renren Automobile Technology Company Limited.**
Registered Address: Room 917-918, ,No328, Jiajian Road Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) **BORROWER: Ren Jintao**
PRC Identification Card No: 110102197805152331
Address: No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

Borrower desires to borrow from the Lender, and the Lender desires to lend to the Borrower, an aggregate principal amount of Renminbi Forty-nine million, Five Hundred Thousand Yun (RMB 49,500,000), pursuant to the terms and conditions set forth herein.

THEREFORE, the Parties, through friendly negotiation based on equal and mutual benefit, agree as follows:

1. Principal Amount of the Loan

Subject to the terms and conditions set forth in this Agreement, Lender has agreed to lend to the Borrower, the principal amount of RMB 49,500,000 (the “**Loan**”). Such Loan shall be interest-free throughout the term of the Loan.

2. Loan Terms

2.1 The term for such Loan will be ten (10) years, calculated from the date when the Borrower actually draws the Loan. The term under this Agreement shall be automatically extended for another ten years unless written notice to the contrary is given by the Lender three months prior to the expiration of this Agreement.

- 2.2 The Lender and the Borrower jointly agree and confirm that the Borrower shall not repay the Loan in advance except with the Lender's prior written approval or the expiration of this Agreement. The Borrower shall repay the Loan by using all the funds obtained by him from transferring all of the Borrower's equity in Shanghai Renren Automobile Technology Company Limited (“**Renren Automobile**”), a company incorporated under the laws of the People's Republic of China to Lender or to any other third party designated by the Lender. In case the funds received by the Borrower from transferring the aforesaid equity is subject to any tax or administrative expenses, the Borrower shall only be obliged to repay the net portion of such funds (after deducting any applicable tax and expenses) to the Lender. When all of such Borrower's equity in Renren Automobile is transferred as stipulated above and if all the fund thereof is repaid to the Lender by the Borrower, all the outstanding Loan hereunder shall be regarded as repaid.
- 2.3 The Lender and the Borrower agree and confirm that the Borrower shall immediately repay the Loan in case any one of the following occurs:
- 2.3.1 The Borrower dies or becomes a person with no or limited capacity for civil rights;
 - 2.3.2 The Borrower commits crime or is involved in crime;
 - 2.3.3 Any third party claims debt of the Borrower exceeding RMB 10,000,000 (RMB 10,000,000) which the Borrower is not able to repay;
 - 2.3.4 There are no legal restrictions for foreign investors to directly invest in the value-added telecommunication business under PRC law; or
 - 2.3.5 the Lender issues a written notice to the Borrower for repayment of the Loan.

3. Conditions Precedent to the Disbursement of the Loan

- 3.1 The Lender shall not be obliged to make any disbursement of the Loan unless all of the following conditions have been satisfied or waived by the Lender:
- 3.1.1 All the representations and warranties made by the Borrower are correct, accurate, complete and not misleading.

- 3.1.2 The Borrower is not in breach of the covenants and undertakings made by such Borrower in Section 5 hereof.
- 3.1.3 The Parties have executed an Equity Option Agreement (“**Option Agreement**”), pursuant to which the Borrower grants to the Lender or its designated person (legal or natural) an exclusive option to purchase all of the Borrower’s equity interest in Renren Automobile, to the extent permitted under PRC laws.
- 3.1.4 The Parties have executed an Equity Interest Pledge Agreement (“**Pledge Agreement**”), pursuant to which the Borrower pledges all of his equity interest in Renren Automobile to the Lender, to the extent permitted under PRC laws.

4. Representations and Warranties

- 4.1 The Borrower makes the following representations and warranties to the Lender, and confirms that the Lender executes and performs this Agreement in reliance of such representations and warranties:
 - 4.1.1 The Borrower has the full capacity and power to enter into this Agreement;
 - 4.1.2 The execution of this Agreement of the Borrower will not violate any law or binding obligations of the Borrower;
 - 4.1.3 This Agreement shall constitute a binding obligation of the Borrower, enforceable against him in accordance with its terms upon its execution;
 - 4.1.4 The Borrower neither commits criminal behaviors nor is involved in criminal activity;
 - 4.1.5 Except for the option under the Option Agreement and the pledge under the Pledge Agreement, without the prior consent of the Lender, the Borrower shall not create any pledge over part or whole of the Borrower's right in Renren Automobile or any priority for any third party where the beneficiary is neither the Lender nor its subsidiaries or affiliates;
- 4.2 The Lender makes the following representations and warranties to the Borrower:
 - 4.2.1 The Lender is a company registered and validly existing under the laws of PRC;

- 4.2.2 The execution and performance of this Agreement by the Lender is in compliance with the power of the Lender. The Lender has taken proper measures and has gained authorizations and approvals from all third parties and governmental departments or agencies, to execute and perform its obligations under this Agreement in accordance with the limitations of the laws and contracts which are binding or bear influences over the Lender; and
- 4.2.3 This Agreement shall constitute the legal, valid and binding obligations of the Lender, enforceable against the Lender in accordance with its terms upon its execution.

5. Covenants and Undertakings of Borrower

- 5.1 The Borrower, as a shareholder of Renren Automobile, hereby undertakes to, and shall cause Renren Automobile, to observe the following terms with all efforts during the term of this Agreement:
- 5.1.1 It shall not modify in any way its articles of association or alter its shareholding structure without the prior written consent of the Lender;
- 5.1.2 It shall not transfer or dispose of any material asset, or create any other security interest neither for the Lender nor for its subsidiaries / affiliates over the same without the prior written consent of the Lender;
- 5.1.3 It shall not provide any warranty or assume any debt for any third party which is beyond its normal daily business scope without the prior written consent of the Lender;
- 5.1.4 It shall not enter into any material contracts without the prior written consent of the Lender, except those entered into in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract);
- 5.1.5 It shall not extend any loan or credit to any party without the prior written consent of the Lender;
- 5.1.6 It shall not merge with or invest in any third party without the prior written consent of the Lender;
- 5.1.7 It shall not declare in any way any bonus or dividends for its shareholders without the prior written consent of the Lender;

- 5.1.8 It shall not conduct any business that is beyond the normal course of business;
 - 5.1.9 It shall not change or dismiss an executive director or to dismiss and replace any senior management members;
 - 5.1.10 It shall not make significant adjustment to its business operation model, marketing strategy, operation policy or client relationship; and
 - 5.1.11 It shall not have any of its subsidiaries do any of the foregoing.
- 5.2 The Borrower further commits to the Lender, during the term of this Agreement, as follows:
- 5.2.1 he shall take all the measures to guarantee and maintain his identification and status as a shareholder of Renren Automobile;
 - 5.2.2 he shall not transfer or dispose of any of his equity interest or other rights or powers pertinent to his equity interest in Renren Automobile;
 - 5.2.3 he shall procure that the shareholders' meeting of Renren Automobile shall not pass any decision about its merger with or investment in any third party without the prior written consent of the Lender;
 - 5.2.4 he shall not carry out any action bearing material influences on the assets, business, obligations or liabilities of Renren Automobile without prior written consent of the Lender;
 - 5.2.5 he shall immediately and unconditionally transfer all or part of his equity interest in Renren Automobile to the Lender or any third party designated by the Lender in accordance with PRC laws and, where applicable, procure all the other shareholders of Renren Automobile waive any prior right over purchasing such shares, as required by the Lender;
 - 5.2.6 he shall strictly observe his commitments and guarantees under this Agreement and other related agreements.
- 5.3 The Borrower hereby covenants and undertakes that upon the signing of this Agreement, the Borrower shall:
- 5.3.1 pledge all equity interest in Renren Automobile held by the Borrower for the benefit of Lender to guarantee the due repayment of the Loan hereunder, and enter into the Pledge Agreement with Lender;

- 5.3.2 deliver a power of attorney to appoint and authorize individuals designated by the Lender to exercise the rights and powers pertinent to the equity interest in Renren Automobile held by the Borrower;
- 5.3.3 confirm and agree that the Lender shall have the right to acquire or to designate any third party of its choice to acquire from time to time part or all of the equity interest of Renren Automobile from the Borrower at an agreed price pursuant to the Option Agreement.

6. Default

If the Borrower fails to perform his repayment obligation pursuant to this Agreement, an overdue interest at the rate of 0.01% per day upon the outstanding amount of the Loan shall be payable to the Lender.

7. Confidentiality

7.1 The Parties acknowledge and confirm to take all possible measures to keep confidential all the confidential materials and information (the “**Confidential Information**”) they get to know by this Agreement.

The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the receiving party of the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any memory equipments and discontinue using such Confidential Information.

7.2 The Parties agree that this Section 7 shall survive the modification and termination of this Agreement.

8. Notices

Unless a written notice of change of address is issued, all correspondence relating to this Agreement shall be delivered in person, or by registered or prepaid mail, or by recognized express services or facsimile to the addresses appointed by the other party from time to time.

9. Governing Law and Dispute Settlement

9.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

9.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, either party may submit such matter to China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

9.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

10. Force Majeure

10.1 Force Majeure refers to any accident which is beyond a Party's control and is inevitable with the reasonable care of the other Party who shall be influenced, including but not limited to governmental activity, natural force, fire, explosion, storm, flood, earthquake, tide, lightening or war. However, the credit, capital or shortage of financing shall not be deemed as the matters beyond one Party's reasonable control. The Party influenced by the Force Majeure and seeking for exemption hereunder shall notify the other Party as soon as possible and inform the other Party of the measures to take in order to accomplish the performance of this Agreement.

10.2 In case the performance of this Agreement is delayed or cumbered by the above-referenced Force Majeure, the Party who is influenced by the Force Majeure shall not bear any liability within the scope of delay and cumbrance, and shall take all the proper measures to reduce or eliminate the influence of Force Majeure, and shall make efforts to renew the performance of its obligations hereunder which has been delayed or cumbered by the Force Majeure. Each Party shall try its best to restore the performance of this Agreement once the Force Majeure is eliminated.

11. Effective Date

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Lender and the Borrower confirm that the Loan was duly and fully extended by the Lender prior to the execution of this Agreement.

12. Miscellaneous

- 12.1 Any modification, termination or waiver of this Agreement shall not take effect without the written consent of each party.
- 12.2 Any appendix attached hereto shall be of the same effect as this Agreement.
- 12.3 The Borrower shall not transfer his rights and obligations hereunder to any third party without the prior written consent of the Lender.
- 12.4 In case any terms and stipulations in this Agreement is regarded as illegal or cannot be performed in accordance with the applicable law, it shall be deemed to be deleted from this Agreement and lose its effect and this Agreement shall remain its effect and be treated as without it from the very beginning. Each Party shall replace the deleted stipulations with those lawful and effective ones, which are acceptable to the Lender, through mutual negotiation.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

LENDER: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

BORROWER: Ren Jintao

By: /s/ Ren Jintao

[SIGNATURE PAGE TO LOAN AGREEMENT]

**EXCLUSIVE TECHNOLOGY SUPPORT AND
TECHNOLOGY SERVICES AGREEMENT**

This Exclusive Technology Support and Technology Services Agreement (the “Agreement”) is dated as of August 18 of 2017 (the “**Effective Date**”) by and between:

Party A: Shanghai Renren Automobile Technology Company Limited.

Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China

and

Party B: Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.

Address: Room 275E, No.668 of Shangda Road, Baoshan District, Shanghai, China

Each of Party A and Party B shall be referred to individually as a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Party A is a duly registered and established wholly foreign owned enterprise and desires to provide certain technology support and technology services necessary for Party B to operate its online sales business in China; and

WHEREAS, Party B is a limited liability company incorporated in the PRC; and

WHEREAS, Party A has agreed to provide Party B, and Party B has agreed to accept, certain technology support and technology services to support Party B’s online sales operations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties for themselves, their successors and permitted assigns, hereby agree as follows:

ARTICLE I
TECHNOLOGY SUPPORT AND TECHNOLOGY SERVICES

Section 1.1. Technology Support and Technology Services. Party A agrees to provide to Party B, and Party B agrees to accept from Party A, technology support and technology services with respect to the development, maintenance and support of and for server and computer software, hardware and systems relating to Party B’s online sales business (collectively, the “**Support and Services**”). Specifically, such Support and Services may include any or all of the following services:

- (a) research and development of relevant software and technologies in accordance with the business and operational needs;

- (b) daily maintenance, supervision, testing and debugging for Party B's computer network equipment, technology products and software; and
- (c) other relevant technology support and services as may reasonably be requested from time to time by Party B.

Section 1.2. Cooperation from Party B. Party B agrees to provide Party A with the necessary support and services, including without limitation, relevant data, technology specifications and instructions, to assist Party B in fulfilling its obligations under this Agreement.

Section 1.3. Exclusivity. Party B agrees that Party A shall be the exclusive provider to Party B of the Support and Services, and that Party B shall not accept any technology support or services for its business operations, including any support or services similar to the Support and Services, from any third party without the prior written consent of Party A.

Section 1.4. Ownership of Intellectual Property. Party A shall have sole and exclusive rights to and interests in any rights, ownership, interests and all intellectual property, including but not limited to copyrights, patents, technology secrets, commercial secrets and others, arising from the performance by Party A of its obligations under this Agreement, whether developed by either Party. The parties agree that this article survives the modification, termination or expiration of this Agreement.

ARTICLE II FEES

Section 2.1. Fees. The Parties agree that in consideration for the services to be performed by Party A as set forth in Article I hereto, Party B shall pay a service fee to Party A in accordance with Annex A hereto (collectively, the "**Service Fees**"). The Parties agree to meet on at least an annual basis to review and discuss an amendment to such service fees. The Annex may be amended by the Parties based on such negotiations and in accordance with the terms of Section 8.1 of this Agreement.

Section 2.2. Out-of-Pocket Expenses. Party B shall reimburse Party A for any out-of-pocket expenses incurred by Party A in fulfilling its obligations hereunder.

Section 2.3. Late Payment. An additional penalty of 5% per annum (as calculated on a daily basis) shall accrue with respect to any late fees and payments in the event that Party B fails to pay the Service Fees in accordance with the terms of this Agreement.

Section 2.4. Taxes. Each Party shall be responsible for any taxes that may be due and payable under applicable laws in connection with the performance of such Party's obligations under this Agreement.

ARTICLE III
CONFIDENTIALITY

Section 3.1. Confidential Information. Each Party acknowledges that it may have in its possession, and, in connection with the performance of its obligations under this Agreement, may receive, confidential information of the other Party (including information in the possession of such other party relating to its clients or customers) (“**Confidential Information**” and the Party disclosing such Confidential Information, the “**Disclosing Party**”). Each Party shall hold and shall cause its directors, officers, employees, agents, consultants and advisors (collectively, the “**Representatives**”) to hold in strict confidence and not to use except as permitted by this Agreement all such Confidential Information concerning the other Party unless (i) such Party or any of its Representatives is compelled to disclose such Confidential Information by judicial or administrative process or by other requirements of applicable law or (ii) such Confidential Information can be shown to have been (A) in the public domain through no fault of such party or any of its Representatives, (B) lawfully acquired after the Effective Date on a non-confidential basis from other sources not known by such party to be under any legal obligation to keep such information confidential or (C) developed by such Party or any of its Representatives without the use of any Confidential Information of the other Party. Notwithstanding the foregoing, such Party may disclose such Confidential Information to its Representatives so long as such Representatives are informed by such Party of the confidential nature of such Confidential Information and are directed by such party to treat such information confidentially.

Section 3.2. Return of Confidential Information. Upon the termination of this Agreement, Party A shall return or destroy, in accordance with Party B’s requirements, any documents, materials or software that contain Confidential Information, and delete any Confidential Information from any and all devices, personal computers or servers, and refrain from further using such Confidential Information.

ARTICLE IV
INDEMNIFICATION

Section 4.1. In the event that either Party hereto breaches any terms of this Agreement hereunder (the “**Breaching Party**”), the Party alleging such breach (the “**Non-breaching Party**”) may notify the Breaching Party to correct its breaches within ten (10) days upon receipt of such notice in writing. In case of any damages, the Breaching Party shall indemnify the Non-breaching Party, so that the Non-breaching Party obtains all rights and benefits as if this Agreement would have been performed.

Section 4.2. The Breaching Party shall indemnify and hold the Non-breaching Party harmless against and from any expenses, liabilities or losses (including but not limited to the company’s profit losses), lost interests and attorney’s fees that may be sustained by the Non-breaching Party arising from or in relation to its breaches. The total compensation paid by the Breaching Party to the Non-breaching Party shall equal the losses arising from any such breaches, and any compensation shall include the benefits that would have been obtained by the Non-breaching Party as if this Agreement would have been performed; provided, however, that such compensation shall not be more than the benefits that the Non-breaching Party would have reasonably anticipated.

Section 4.3. The waiver of any breach may only be made in an instrument executed by each Party. Any writing to be effective. No failure or delay by any Non-breach Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE V
FORCE MAJEURE

Section 5.1. As used in this Agreement, a “force majeure” shall mean any war, fire, earthquake, flood, rainstorm, snowstorm and any other natural disaster, or any event that cannot be foreseen, overcome or avoided by the Parties as of the Effective Date.

Section 5.2. If a Party cannot perform or delay to perform all or part of its obligations under this Agreement due to a force majeure, such Party shall be released from relevant liabilities, but shall continue to perform after the effect of such force majeure is eliminated. If a Party cannot perform its obligations under this Agreement as a result of such force majeure, the Parties shall negotiate in good faith to seek an alternative resolution.

ARTICLE VI
TERM OF AGREEMENT

Section 6.1. Term. The initial term of this Agreement is ten (10) years commencing from the Effective Date.

Section 6.2. Option. The Parties agree that Party A shall have the right in its sole discretion to extend the term of this Agreement an additional ten (10) years by notifying Party B at least three (3) months prior to the end of each such ten year term.

Section 6.3. Survival. Article III, Article IV, Article VII and Section shall survive the termination of this Agreement.

ARTICLE VII
GOVERNING LAW; DISPUTE RESOLUTION

Section 7.1. Governing Law. The execution, effectiveness, interpretation, performance, amendment, termination and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

Section 7.2. Arbitration. The Parties shall seek to settle any disputes arising from the interpretation or performance of this Agreement through good faith negotiations. In the event that the Parties are unable to reach a settlement through negotiation within thirty (30) days after a Party issues a notice to the other Party regarding an alleged breach of or a dispute regarding an interpretation of a provision of this Agreement, either Party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the "CIETAC"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Parties and shall be enforceable in accordance with its terms. Pending the resolution of any dispute in accordance with the terms of this Section 7.2, the Parties shall continue to perform their respective obligations in good faith in accordance with this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Entire Agreement. This Agreement, including any Annexes, exhibits or schedules, constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all of the Parties.

Section 8.2. Notice. Unless otherwise designated by the other Party, any notices or other correspondences among the Parties shall be delivered in person, by express mail, or registered mail to the following correspondence addresses:

Party A: Beijing Shanghai Renren Automobile Technology Company Limited.
Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Tel: 86-10-84481818

Party B: Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.
Address: Room 275E, No. 668 of Shangda Road, Baoshan District, Shanghai, China
Tel: 86-10-84481818

Section 8.3. Binding Effect. This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

Section 8.4. Headings. The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

Section 8.5. Severability. In the event that any provision hereof becomes invalid or unenforceable because such provision conflicts with the laws, such provision shall be held invalid or unenforceable to the extent required by the governing laws, and shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to enter into this Agreement on the date first written above.

Party A: Shanghai Renren Automobile Technology Company Limited
(Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian _____

Name: Liu Jian
Title: Authorized Representative

Party B: Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.
(seal: /s/ Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.)

By: /s/ Liu Jian _____

Name: Liu Jian
Title: Authorized Representative

ANNEX A

During the term of this Agreement, the Fee payable by Party B to Party A for the services rendered according to this Agreement shall be based on the specific Fee rate provided by Party A.

Notwithstanding the forgoing, Party A shall have the right to adjust at any time the specific Fee rate based on the quantity, scope and nature, among other factors, of the Services provided by it to Party B and calculate the Fee payable by Party B based on this rate. Unless there is an obvious fault or material mistake in the rate, the Fee calculated based on this rate shall be the final amount; Party A shall issue the bill to Party B in accordance with this amount and Party B shall pay the bill within three days upon receipt of the bill.

During the term of this Agreement, Party A shall have the right to waive the Fee(s) under any bill(s) at its sole discretion without the consent of Party B.

**EXCLUSIVE TECHNOLOGY SUPPORT AND
TECHNOLOGY SERVICES AGREEMENT**

This Exclusive Technology Support and Technology Services Agreement (the “Agreement”) is dated as of August 18 of 2017 (the “**Effective Date**”) by and between:

Party A: Shanghai Renren Automobile Technology Company Limited.

Address: Room 917-918 No. 328, Jiajian Road, Jiading District, Shanghai, China

and

Party B: Shanghai Jieying Automobile Sales Co., Ltd.

Address: Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China

Each of Party A and Party B shall be referred to individually as a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Party A is a duly registered and established wholly foreign owned enterprise and desires to provide certain technology support and technology services necessary for Party B to operate its online games business in China; and

WHEREAS, Party B is a limited liability company incorporated in the PRC; and

WHEREAS, Party A has agreed to provide Party B, and Party B has agreed to accept, certain technology support and technology services to support Party B’s online games operations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties for themselves, their successors and permitted assigns, hereby agree as follows:

ARTICLE I
TECHNOLOGY SUPPORT AND TECHNOLOGY SERVICES

Section 1.1. Technology Support and Technology Services. Party A agrees to provide to Party B, and Party B agrees to accept from Party A, technology support and technology services with respect to the development, maintenance and support of and for server and computer software, hardware and systems relating to Party B’s online games business (collectively, the “**Support and Services**”). Specifically, such Support and Services may include any or all of the following services:

- (a) research and development of relevant software and technologies in accordance with the business and operational needs;
- (b) daily maintenance, supervision, testing and debugging for Party B's computer network equipment, technology products and software; and
- (c) other relevant technology support and services as may reasonably be requested from time to time by Party B.

Section 1.2. Cooperation from Party B. Party B agrees to provide Party A with the necessary support and services, including without limitation, relevant data, technology specifications and instructions, to assist Party B in fulfilling its obligations under this Agreement.

Section 1.3. Exclusivity. Party B agrees that Party A shall be the exclusive provider to Party B of the Support and Services, and that Party B shall not accept any technology support or services for its business operations, including any support or services similar to the Support and Services, from any third party without the prior written consent of Party A.

Section 1.4. Ownership of Intellectual Property. Party A shall have sole and exclusive rights to and interests in any rights, ownership, interests and all intellectual property, including but not limited to copyrights, patents, technology secrets, commercial secrets and others, arising from the performance by Party A of its obligations under this Agreement, whether developed by either Party. The parties agree that this article survives the modification, termination or expiration of this Agreement.

ARTICLE II FEES

Section 2.1. Fees. The Parties agree that in consideration for the services to be performed by Party A as set forth in Article I hereto, Party B set shall pay a service fee to Party A in accordance with Annex A hereto (collectively, the "**Service Fees**"). The Parties agree to meet on at least an annual basis to review and discuss an amendment to such service fees. The Annex may be amended by the Parties based on such negotiations and in accordance with the terms of Section 8.1 of this Agreement.

Section 2.2. Out-of-Pocket Expenses. Party B shall reimburse Party A for any out-of-pocket expenses incurred by Party A in fulfilling its obligations hereunder.

Section 2.3. Late Payment. An additional penalty of 5% per annum (as calculated on a daily basis) shall accrue with respect to any late fees and payments in the event that Party B fails to pay the Service Fees in accordance with the terms of this Agreement.

Section 2.4. Taxes. Each Party shall be responsible for any taxes that may be due and payable under applicable laws in connection with the performance of such Party's obligations under this Agreement.

ARTICLE III
CONFIDENTIALITY

Section 3.1. Confidential Information. Each Party acknowledges that it may have in its possession, and, in connection with the performance of its obligations under this Agreement, may receive, confidential information of the other Party (including information in the possession of such other party relating to its clients or customers) ("**Confidential Information**" and the Party disclosing such Confidential Information, the "**Disclosing Party**"). Each Party shall hold and shall cause its directors, officers, employees, agents, consultants and advisors (collectively, the "**Representatives**") to hold in strict confidence and not to use except as permitted by this Agreement all such Confidential Information concerning the other Party unless (i) such Party or any of its Representatives is compelled to disclose such Confidential Information by judicial or administrative process or by other requirements of applicable law or (ii) such Confidential Information can be shown to have been (A) in the public domain through no fault of such party or any of its Representatives, (B) lawfully acquired after the Effective Date on a non-confidential basis from other sources not known by such party to be under any legal obligation to keep such information confidential or (C) developed by such Party or any of its Representatives without the use of any Confidential Information of the other Party. Notwithstanding the foregoing, such Party may disclose such Confidential Information to its Representatives so long as such Representatives are informed by such Party of the confidential nature of such Confidential Information and are directed by such party to treat such information confidentially.

Section 3.2. Return of Confidential Information. Upon the termination of this Agreement, Party A shall return or destroy, in accordance with Party B's requirements, any documents, materials or software that contain Confidential Information, and delete any Confidential Information from any and all devices, personal computers or servers, and refrain from further using such Confidential Information.

ARTICLE IV
INDEMNIFICATION

Section 4.1. In the event that either Party hereto breaches any terms of this Agreement hereunder (the "**Breaching Party**"), the Party alleging such breach (the "**Non-breaching Party**") may notify the Breaching Party to correct its breaches within ten (10) days upon receipt of such notice in writing. In case of any damages, the Breaching Party shall indemnify the Non-breaching Party, so that the Non-breaching Party obtains all rights and benefits as if this Agreement would have been performed.

Section 4.2. The Breaching Party shall indemnify and hold the Non-breaching Party harmless against and from any expenses, liabilities or losses (including but not limited to the company's profit losses), lost interests and attorney's fees that may be sustained by the Non-breaching Party arising from or in relation to its breaches. The total compensation paid by the Breaching Party to the Non-breaching Party shall equal the losses arising from any such breaches, and any compensation shall include the benefits that would have been obtained by the Non-breaching Party as if this Agreement would have been performed; provided, however, that such compensation shall not be more than the benefits that the Non-breaching Party would have reasonably anticipated.

Section 4.3. The waiver of any breach may only be made in an instrument executed by each Party. Any writing to be effective. No failure or delay by any Non-breach Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE V
FORCE MAJEURE

Section 5.1. As used in this Agreement, a "force majeure" shall mean any war, fire, earthquake, flood, rainstorm, snowstorm and any other natural disaster, or any event that cannot be foreseen, overcome or avoided by the Parties as of the Effective Date.

Section 5.2. If a Party cannot perform or delay to perform all or part of its obligations under this Agreement due to a force majeure, such Party shall be released from relevant liabilities, but shall continue to perform after the effect of such force majeure is eliminated. If a Party cannot perform its obligations under this Agreement as a result of such force majeure, the Parties shall negotiate in good faith to seek an alternative resolution.

ARTICLE VI
TERM OF AGREEMENT

Section 6.1. Term. The initial term of this Agreement is ten (10) years commencing from the Effective Date.

Section 6.2. Option. The Parties agree that Party A shall have the right in its sole discretion to extend the term of this Agreement an additional ten (10) years by notifying Party B at least three (3) months prior to the end of each such ten year term.

Section 6.3. Survival. Article III, Article IV, Article VII and Section shall survive the termination of this Agreement.

ARTICLE VII
GOVERNING LAW; DISPUTE RESOLUTION

Section 7.1. Governing Law. The execution, effectiveness, interpretation, performance, amendment, termination and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

Section 7.2. Arbitration. The Parties shall seek to settle any disputes arising from the interpretation or performance of this Agreement through good faith negotiations. In the event that the Parties are unable to reach a settlement through negotiation within thirty (30) days after a Party issues a notice to the other Party regarding an alleged breach of or a dispute regarding an interpretation of a provision of this Agreement, either Party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the "**CIETAC**"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Parties and shall be enforceable in accordance with its terms. Pending the resolution of any dispute in accordance with the terms of this Section 7.2, the Parties shall continue to perform their respective obligations in good faith in accordance with this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Entire Agreement. This Agreement, including any Annexes, exhibits or schedules, constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all of the Parties.

Section 8.2. Notice. Unless otherwise designated by the other Party, any notices or other correspondences among the Parties shall be delivered in person, by express mail, or registered mail to the following correspondence addresses:

Party A: Shanghai Renren Automobile Technology Company Limited.
Address: Room 917-918 No 328, Jiajian Road, Jiading District, Shanghai, China
Tel:86-10-84481818

Party B: Shanghai Jiaying Automobile Sales Co., Ltd.
Address: Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China
Tel:86-10-84481818

Section 8.3. Binding Effect. This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

Section 8.4. Headings. The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

Section 8.5. Severability. In the event that any provision hereof becomes invalid or unenforceable because such provision conflicts with the laws, such provision shall be held invalid or unenforceable to the extent required by the governing laws, and shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to enter into this Agreement on the date first written above.

Party A: Shanghai Renren Automobile Technology Company Limited.
(Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian

Name: Liu Jian
Title: Authorized Representative

Party B: Shanghai Jieying Automobile Sales Co., Ltd.
(seal: /s/ Shanghai Jieying Automobile Sales Co., Ltd.)

By: /s/ Wang Mingli

Name: Wang Mingli
Title: Authorized Representative

ANNEX A

During the term of this Agreement, the Fee payable by Party B to Party A for the services rendered according to this Agreement shall be based on the specific Fee rate provided by Party A.

Notwithstanding the forgoing, Party A shall have the right to adjust at any time the specific Fee rate based on the quantity, scope and nature, among other factors, of the Services provided by it to Party B and calculate the Fee payable by Party B based on this rate. Unless there is an obvious fault or material mistake in the rate, the Fee calculated based on this rate shall be the final amount; Party A shall issue the bill to Party B in accordance with this amount and Party B shall pay the bill within three days upon receipt of the bill.

During the term of this Agreement, Party A shall have the right to waive the Fee(s) under any bill(s) at its sole discretion without the consent of Party B.

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18, 2017 by and between the following parties:

- (1) **PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.**
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China Representative: Liu Jian

and

- (2) **PLEDGOR: Liu Jian**

PRC Identification Card No: 310102197211124453
Residential Address: Room 1504, No. 2 of Lane 138, Nandan Road, Xuhui District, Shanghai

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Liu Jian is a PRC citizen, and owns 1% equity interest in Qianxiang Changda Internet Information Technology Development Co. Ltd (千橡暢達互聯網信息科技發展有限公司) (“**PRC Company**”).
- B. PRC company is a company registered in Shanghai engaging in the business of provision of Internet information services.
- C. The Pledgor and the Pledgee entered into a Loan Agreement on August 18, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 500,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
- D. The Pledgee, a wholly foreign-owned company registered in Shanghai, PRC, has been licensed by the PRC relevant government authority to carry out the business of automotive technology, Internet Information Technology, etc.
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
- F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from PRC Company, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or PRC Company, arising under or in relation to the Service Agreement or the Loan Agreement, or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or PRC Company under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) in PRC Company to the Pledgee as security for the above-mentioned obligations of the Pledgor and PRC Company (collectively, the “**Secured Obligations**”).
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In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. **Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 "**Pledge**" means the full content of Section 2 hereunder.
- 1.2 "**Equity Interest**" means all the equity interest in PRC Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in PRC Company acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 1% equity interests (amounting to RMB 500,000) in PRC Company.
- 1.3 "**Event of Default**" means any event in accordance with Section 6 hereunder.
- 1.4 "**Notice of Default**" means the notice of default issued by the Pledgee in accordance with this Agreement.

2. **Pledge**

- 2.1 The Pledgor hereby pledges, and if required, transfers and assigns all his rights, titles and interests in the Equity Interest in PRC Company to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in PRC Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in PRC Company, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").
 - 2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 500,000 (the "**Maximum Amount**") prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):

- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
- (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or PRC Company is insolvent or could potentially be made insolvent; or
- (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.

2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness, Scope and Term of Pledge

3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (1) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (2) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (3) the Pledgor completes his transfer of all Equity Interest to a third party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in PRC Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
 - 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
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- 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
- 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The execution of this Agreement by the Pledgor represents that he/she is entitled to acquire the legal authorization.
- 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
- 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
- 4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. Covenants of the Pledgor

- 5.1 The Pledgor covenants to the Pledgee that he shall:
 - 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's guarantees, covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
 - 5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.
 - 5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
 - 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the registration with the AIC set forth in Section 3.1.
 - 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.
-

6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 PRC Company or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Service Agreement, License Agreement, Loan Agreement or Option Agreement, or an event of default (as defined and stipulated in those agreements) has occurred and is continuing;
 - 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation of any of the representations and warranties under Section 4;
 - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
 - 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
 - 6.1.5 the Pledgor is unable to perform his obligations under this Agreement due to the separation or merger of PRC Company with other third parties or for any other reason;
 - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
 - 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
 - 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
 - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for PRC Company to provide Internet games, culture activities in the PRC is withdrawn, suspended, invalidated or materially amended;
 - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
 - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
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- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or finds that any event set forth in Section 6.1 or any events that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require such Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreements, Service Agreement, License Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. Exercise of the Rights of the Pledge

- 7.1 The Pledgor shall not transfer or assign the Pledged Collateral without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of exercise relating to the Pledge to the Pledgor and dispose of the Pledge at any time after the occurrence of Event of Settlement.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of exercise in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or PRC Company is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

8. Transfer or Assignment

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and each of its successor and assignee.
- 8.3 The Pledgee may transfer all Secured Obligations and his right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.
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9. Term and Termination

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

This Agreement shall not be terminated until the Term of the Pledge expires pursuant to Section 3 herein.

10. Force Majeure

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure, only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
 - 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall follow the then current rules of the commission, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
 - 11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.
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12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

PLEDGEE : **Shanghai Renren Automobile Technology Co., Ltd.**
Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Fax : 86-10-664362600
Tele : 86-10-84481818
Addressee : Liu Jian

PLEDGOR: **Liu Jian**
Address : Room 1504, No. 2 of Lane 138, Nandan Road, Xuhui District, Shanghai
Fax : 86-10-64362600
Tele : 86-10-84481818

13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

14. Waiver

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or cannot be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

[The space below is intentionally left blank.]

(This page is a signature page of this Equity Interest Pledge Agreement)

PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.
(Company Seal: /s/ Shanghai Renren Automobile Technology Co., Ltd.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PLEDGOR: Liu Jian

By: /s/ Liu Jian

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18, 2017 by and between the following parties:

(1) **PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.**

Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China Representative: Liu Jian

and

(2) **PLEDGOR: Yang Jing**

PRC Identification Card No: 532721197005100025

Residential Address: Room 202, Unit 1, Block 9, No.275 of Ninger Road, Simao District, Puer, Yunnan Province

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Yang Jing is a PRC citizen, and owns 99% equity interest in Qianxiang Changda Internet Information Technology Development Co. Ltd (千橡暢達互聯網信息科技發展有限公司) (“**PRC Company**”).
 - B. PRC company is a company registered in Shanghai engaging in the business of provision of Internet information services.
 - C. The Pledgor and the Pledgee entered into a Loan Agreement on August 18, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 49,500,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
 - D. The Pledgee, a wholly foreign-owned company registered in Shanghai, PRC, has been licensed by the PRC relevant government authority to carry out the business of automotive technology, Internet Information Technology, etc.
 - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
 - F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from PRC Company, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or PRC Company, arising under or in relation to the Service Agreement or the Loan Agreement, or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or PRC Company under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) in PRC Company to the Pledgee as security for the above-mentioned obligations of the Pledgor and PRC Company (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. **Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Pledge**” means the full content of Section 2 hereunder.
- 1.2 “**Equity Interest**” means all the equity interest in PRC Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in PRC Company acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 99% equity interests (amounting to RMB 49,500,000) in PRC Company.
- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns all his rights, titles and interests in the Equity Interest in PRC Company to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in PRC Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in PRC Company, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).

2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 49,500,000 (the “**Maximum Amount**”) prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):

- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
 - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
 - (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or PRC Company is insolvent or could potentially be made insolvent; or
 - (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.
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- 2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.
- 2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness, Scope and Term of Pledge

- 3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (1) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (2) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (3) the Pledgor completes his transfer of all Equity Interest to a third party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in PRC Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
 - 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
 - 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
 - 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The execution of this Agreement by the Pledgor represents that he/she is entitled to acquire the legal authorization.
 - 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
 - 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
 - 4.7 Each stipulation hereunder is the expression of each Party’s true intention and shall be binding upon all the Parties.
-

5. Covenants of the Pledgor

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's guarantees, covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
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6.1 Each of the following shall constitute an Event of Default:

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- 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation of any of the representations and warranties under Section 4;
- 6.1.3 the Pledgor breaches any of the covenants under Section 5;
- 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
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- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or cannot be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

[The space below is intentionally left blank.]

(This page is a signature page of this Equity Interest Pledge Agreement)

PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.
(Company Seal: /s/ Shanghai Renren Automobile Technology Co., Ltd.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PLEDGOR: Yang Jing

By: /s/ Yang Jing

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18, 2017 by and between the following parties:

(1) **PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.**

Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China Representative: Liu Jian

and

(2) **PLEDGOR: Yi Rui**

PRC Identification Card No: 110105196905084166

Residential Address: No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Yi Rui is a PRC citizen, and owns 1% equity interest in Shanghai Jieying Automobile Sale Co. Ltd (上海捷盈汽車銷售有限公司) (“**PRC Company**”).
 - B. PRC company is a company registered in Shanghai, PRC engaging in the business of sales of automobiles.
 - C. The Pledgor and the Pledgee entered into a Loan Agreement on August 18, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 500,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
 - D. The Pledgee, a wholly foreign-owned company registered in Shanghai, PRC, has been licensed by the PRC relevant government authority to carry out the business of automotive technology, Internet Information Technology, etc.
 - E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
 - F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from PRC Company, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or PRC Company, arising under or in relation to the Service Agreement or the Loan Agreement, or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or PRC Company under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) in PRC Company to the Pledgee as security for the above-mentioned obligations of the Pledgor and PRC Company (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. Definitions

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 "**Pledge**" means the full content of Section 2 hereunder.
- 1.2 "**Equity Interest**" means all the equity interest in PRC Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in PRC Company acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 99% equity interests (amounting to RMB 500,000) in PRC Company.
- 1.3 "**Event of Default**" means any event in accordance with Section 6 hereunder.
- 1.4 "**Notice of Default**" means the notice of default issued by the Pledgee in accordance with this Agreement.

2. Pledge

2.1 The Pledgor hereby pledges, and if required, transfers and assigns all his rights, titles and interests in the Equity Interest in PRC Company to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in PRC Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in PRC Company, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 500,000 (the "**Maximum Amount**") prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
 - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
 - (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or PRC Company is insolvent or could potentially be made insolvent; or
 - (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.
-

- 2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.
- 2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness, Scope and Term of Pledge

- 3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (1) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (2) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (3) the Pledgor completes his transfer of all Equity Interest to a third party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in PRC Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
 - 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
 - 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
 - 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The execution of this Agreement by the Pledgor represents that he/she is entitled to acquire the legal authorization.
 - 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
 - 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
 - 4.7 Each stipulation hereunder is the expression of each Party’s true intention and shall be binding upon all the Parties.
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5. Covenants of the Pledgor

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's guarantees, covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the registration with the AIC set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.
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6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 PRC Company or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Service Agreement, License Agreement, Loan Agreement or Option Agreement, or an event of default (as defined and stipulated in those agreements) has occurred and is continuing;
 - 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation of any of the representations and warranties under Section 4;
 - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
 - 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
 - 6.1.5 the Pledgor is unable to perform his obligations under this Agreement due to the separation or merger of PRC Company with other third parties or for any other reason;
 - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
 - 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
 - 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
 - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for PRC Company to provide Internet games, culture activities in the PRC is withdrawn, suspended, invalidated or materially amended;
 - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
 - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
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- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or finds that any event set forth in Section 6.1 or any events that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require such Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreements, Service Agreement, License Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. Exercise of the Rights of the Pledge

- 7.1 The Pledgor shall not transfer or assign the Pledged Collateral without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of exercise relating to the Pledge to the Pledgor and dispose of the Pledge at any time after the occurrence of Event of Settlement.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of exercise in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or PRC Company is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

8. Transfer or Assignment

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and each of its successor and assignee.
- 8.3 The Pledgee may transfer all Secured Obligations and his right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.
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9. Term and Termination

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

This Agreement shall not be terminated until the Term of the Pledge expires pursuant to Section 3 herein.

10. Force Majeure

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure, only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
 - 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall follow the then current rules of the commission, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
 - 11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.
-

12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

PLEDGEE : **Shanghai Renren Automobile Technology Co., Ltd.**
Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Fax : 86-10-64362600
Tele : 86-10-84481818
Addressee : Liu Jian

PLEDGOR: **Yi Rui**
Address : No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China
Fax : 86-10-64362600
Tele : 86-10-84481818

13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

14. Waiver

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or cannot be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

[The space below is intentionally left blank.]

(This page is a signature page of this Equity Interest Pledge Agreement)

PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.
(Company Seal: /s/ Shanghai Renren Automobile Technology Co., Ltd.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PLEDGOR: Yi Rui

By: /s/ Yi Rui

EQUITY INTEREST PLEDGE AGREEMENT

This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18, 2017 by and between the following parties:

- (1) **PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.**
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China Representative: Liu Jian

and

- (2) **PLEDGOR: Ren Jintao**

PRC Identification Card No: 110105197805152331

Residential Address: No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. The Pledgor is a PRC citizen, and owns 99% equity interest in Shanghai Jieying Automobile Sale Co. Ltd (上海捷盈汽車銷售有限公司) (“**PRC Company**”).
- B. PRC company is a company registered in Shanghai, PRC engaging in the business of sales of automobiles.
- C. The Pledgor and the Pledgee entered into a Loan Agreement on August 18, 2017, pursuant to which the Pledgee extended a loan in the amount of RMB 49,500,000 (the “**Loan**”) to the Pledgor (the “**Loan Agreement**”).
- D. The Pledgee, a wholly foreign-owned company registered in Shanghai, PRC, has been licensed by the PRC relevant government authority to carry out the business of automotive technology, Internet Information Technology, etc.
- E. Simultaneous with the execution of this Agreement, the Pledgor has also entered into an Equity Option Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under the PRC law (the “**Option Agreement**”).
- F. In order to ensure that (i) the Pledgor repays the Loan under the Loan Agreement; (ii) the Pledgee collects Service Fees under the Service Agreement and License Fees under the License Agreement from PRC Company, (iii) the Pledgor’s other obligations under the Option Agreement is fulfilled, and (iv) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or PRC Company, arising under or in relation to the Service Agreement or the Loan Agreement, or the License Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or PRC Company under the Loan Agreement or the Service Agreement or the License Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below) in PRC Company to the Pledgee as security for the above-mentioned obligations of the Pledgor and PRC Company (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party's rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. **Definitions**

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 "**Pledge**" means the full content of Section 2 hereunder.
- 1.2 "**Equity Interest**" means all the equity interest in PRC Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in PRC Company acquired by the Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 99% equity interests (amounting to RMB 49,500,000) in PRC Company.
- 1.3 "**Event of Default**" means any event in accordance with Section 6 hereunder.
- 1.4 "**Notice of Default**" means the notice of default issued by the Pledgee in accordance with this Agreement.

2. **Pledge**

2.1 The Pledgor hereby pledges, and if required, transfers and assigns all his rights, titles and interests in the Equity Interest in PRC Company to the Pledgee as security for all of the Secured Obligations (the "**Pledge**") of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that he has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in PRC Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in PRC Company, and all proceeds of the foregoing (collectively, the "**Pledged Collateral**").

- 2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 49,500,000 (the "**Maximum Amount**") prior to the Settlement Date.
- 2.1.2 Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

- (a) any or all of the Loan Agreement, Service Agreement, License Agreement or the Option Agreement expires or is terminated pursuant to the stipulations thereunder;
 - (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor pursuant to Section 6.3;
 - (c) the Pledgee reasonably determines (having made due enquiries) that the Pledgor and/or PRC Company is insolvent or could potentially be made insolvent; or
 - (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.
-

- 2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.
- 2.3 The Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness, Scope and Term of Pledge

- 3.1 The Pledgor shall, promptly after the execution of this Agreement, but in no event later than 20 days from the date of this Agreement, register this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.
- 3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (1) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable); (2) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full; or (3) the Pledgor completes his transfer of all Equity Interest to a third party (individual or legal entity) pursuant to the Option Agreement and no longer holds any Equity Interest in PRC Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

- 4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his name, and is entitled to create a pledge on such Equity Interest.
 - 4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.
 - 4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.
 - 4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The execution of this Agreement by the Pledgor represents that he/she is entitled to acquire the legal authorization.
 - 4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.
 - 4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this Agreement.
 - 4.7 Each stipulation hereunder is the expression of each Party’s true intention and shall be binding upon all the Parties.
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5. Covenants of the Pledgor

- 5.1 The Pledgor covenants to the Pledgee that he shall:
- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in his name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's guarantees, covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of his obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
- 5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.
- 5.3 The Pledgor covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.
- 5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the registration with the AIC set forth in Section 3.1.
- 5.5 The Pledgor covenants to the Pledgee that he will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform his guarantees, covenants, agreements, representations or conditions.
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6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 PRC Company or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Service Agreement, License Agreement, Loan Agreement or Option Agreement, or an event of default (as defined and stipulated in those agreements) has occurred and is continuing;
 - 6.1.2 the Pledgor makes or has made any misleading or untrue representations or warranties under Section 4, or is in violation of any of the representations and warranties under Section 4;
 - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
 - 6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor sets forth herein;
 - 6.1.5 the Pledgor is unable to perform his obligations under this Agreement due to the separation or merger of PRC Company with other third parties or for any other reason;
 - 6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);
 - 6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or (ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement;
 - 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform his obligations under this Agreement;
 - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for PRC Company to provide Internet games, culture activities in the PRC is withdrawn, suspended, invalidated or materially amended;
 - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
 - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform his obligations under this Agreement.
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- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or finds that any event set forth in Section 6.1 or any events that may result in the foregoing events have occurred or are occurring.
- 6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require such Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Loan Agreements, Service Agreement, License Agreement, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. Exercise of the Rights of the Pledge

- 7.1 The Pledgor shall not transfer or assign the Pledged Collateral without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of exercise relating to the Pledge to the Pledgor and dispose of the Pledge at any time after the occurrence of Event of Settlement.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of exercise in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or PRC Company is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

8. Transfer or Assignment

- 8.1 The Pledgor shall not donate or transfer his rights and obligations herein to any third party without prior written consent from the Pledgee.
- 8.2 This Agreement shall be binding upon the Pledgor and his successors and be effective to the Pledgee and each of its successor and assignee.
- 8.3 The Pledgee may transfer all Secured Obligations and his right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
- 8.4 After a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.
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9. Term and Termination

This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

This Agreement shall not be terminated until the Term of the Pledge expires pursuant to Section 3 herein.

10. Force Majeure

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure, only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
 - 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall follow the then current rules of the commission, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.
 - 11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.
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12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to the following addresses:

PLEDGEE : **Shanghai Renren Automobile Technology Co., Ltd.**
Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Fax : 86-10-64362600
Tele : 86-10-84481818
Addressee : Liu Jian

PLEDGOR: **Ren Jintao**
Address : No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China
Fax : 86-10-64362600
Tele : 86-10-84481818

13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

14. Waiver

The Pledgee's non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or cannot be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.

[The space below is intentionally left blank.]

(This page is a signature page of this Equity Interest Pledge Agreement)

PLEDGEE: Shanghai Renren Automobile Technology Co., Ltd.
(Company Seal: /s/ Shanghai Renren Automobile Technology Co., Ltd.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PLEDGOR: Ren Jintao

By: /s/ Ren Jintao

INTELLECTUAL PROPERTY RIGHT LICENSE AGREEMENT

This Intellectual Property Right License Agreement (the "**Agreement**") entered in Beijing the People's Republic of China (the "**PRC**", excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement), dated August 18 of 2017 (the "**Effective Date**"), by and between

- (1) The Licensor: **Shanghai Renren Automobile Technology Company Limited**
Legal Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) The Licensee: **Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.**
Legal Address: Room 275E, No.668 of Shangda Road, Baoshan District, Shanghai, China
Legal Representative: Liu Jian

WHEREAS:

- A. The Licensor, a wholly foreign-owned enterprise registered in Shanghai under the laws of the PRC, is the lawful owner of certain intellectual property rights listed in Exhibit 1 of this Agreement (the "**Intellectual Property Rights**");
- B. The Licensee, a limited liability company registered in Shanghai under the laws of the PRC, is licensed to engage in the business of providing value-added telecommunications services;
- C. The Licensor agrees to license the Intellectual Property Rights to the Licensee in accordance with the terms and conditions set forth herein and the Licensee agrees to accept the license on the terms and conditions set forth herein;

NOW THEREFORE, on the basis of mutual benefit and friendly negotiation, the Licensor and the Licensee agree as follows:

1. Grant of License

- 1.1 Covered Intellectual Property Rights
-

Under the terms and conditions hereinafter set forth, the Licensor hereby grants to the Licensee, and the Licensee accepts from the Licensor, a non-exclusive license, to use parts of or all of the Intellectual Property Rights, in the Licensee's operations in the PRC. Without the Licensor's prior written consent, the Licensee shall not, by license, sublicense, assignment or in any other manner, permit a third party to use the Intellectual Property Rights.

1.2 Scope

1.2.1 The Licensee shall only use the Intellectual Property Rights in its own normal business operations. Without the Licensor's consent, the Licensee shall not use the Intellectual Property Rights for any other purpose or when providing services to any third party.

1.2.2 The License in this Agreement is effective in the PRC (the "**Licensed Territory**"), and the Licensee agrees that without the prior written consent of the Licensor, it will not make, or authorize, any direct or indirect use of the Intellectual Property Rights in any regions other than the Licensed Territory.

1.3 Licensee's confirmation

The Licensee confirms that it does not have any rights, titles or interests of the Intellectual Property Rights except the rights, titles and interests provided for under this Agreement.

1.4 Prohibitions

Licensee undertakes that, at any time either during or after the Term, it shall not:

1.4.1 commit any act which affects the rights of Licensor in relation to any of the Intellectual Property Rights; or

1.4.2 apply for the registration of any of the Intellectual Property Rights or any similar intellectual property right in any country or region in the world.

2. **Payment**

The Licensee agrees to pay to the Licensor license fees determined in accordance with the calculation method and the form of payment as set forth in Exhibit 2.

3. **Goodwill**

The Licensee recognizes the value of the goodwill associated with the Intellectual Property Rights and the relevant rights, and acknowledges that the Intellectual Property Rights and goodwill (including but not limited to the goodwill deriving from the Licensee's use) pertaining thereto shall be the sole and exclusive property of the Licensor.

4. **Confidentiality**

4.1 The Licensee shall protect and maintain the confidentiality of any and all confidential data and information, including without limitation all technological, financial, human resource, strategic and any other relevant information of the other Party, acknowledged or received by the Licensee from the Licensor (collectively, the "**Confidential Information**"). Upon termination or expiration of this Agreement, the Licensee shall, at the Licensor's option, return all and any documents, information or software containing any of such Confidential Information to the Licensor or to the maximum extent permitted by applicable laws of the PRC, destroy and delete such Confidential Information from any electronic devices. The Licensee shall not disclose, grant or transfer any Confidential Information to any third party. The Licensee shall disclose the Confidential Information to the necessary employees, agents or consultants using measures reasonably calculated to ensure the security of the Confidential Information, and shall urge the necessary employees, agents or consultants to observe the obligations under this Agreement.

4.2 The above limitations shall not apply to the situations as follows:

4.2.1 the Confidential Information becomes available to the public other than by the Licensee's disclosure of such Confidential Information;

4.2.2 the Licensee acquired the Confidential Information directly or indirectly from other sources before receiving it from the Licensor; or

4.2.3 where the Confidential Information is required by law to be disclosed, or, based on general operational needs, should be disclosed to legal or financial advisors.

4.3 This Article 4 shall survive the termination, rescinding or modification of this agreement.

5. Representations and Warranties

5.1 The Licensor represents and warrants as follows:

- 5.1.1 the Licensor is a company duly registered and in good standing under the applicable laws of the PRC;
- 5.1.2 the Licensor, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts;
- 5.1.3 upon its execution by the Licensee, this Agreement will constitute a legal, valid and binding agreement of the Licensor and will be enforceable against the Licensor in accordance with its terms; and
- 5.1.4 the Licensor is the lawful owner of, and has sole and exclusive rights and interests in any intellectual property rights (including without limitation to copyright, trademark right, patent, know-how and trade secrets, etc.) in connection with, the Intellectual Property Rights.

5.2 The Licensee represents and warrants as follows:

- 5.2.1 the Licensee is a company duly registered and in good standing under the applicable laws of the PRC, and is approved by the relevant authorities to provide value-added telecommunications services;
 - 5.2.2 the Licensee, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform its obligations under this Agreement;
 - 5.2.3 the Licensee will not use or authorize the use of any Intellectual Property Rights or symbols which the Licensor judges, at its sole discretion, to be similar to the Intellectual Property and could cause confusion;
 - 5.2.4 upon its execution by the Licensor, the Agreement will constitute a legal, valid and binding agreement of the Licensee and will be enforceable against the Licensee in accordance with its terms upon its execution;
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- 5.2.5 the Licensee shall assist the Licensor to the extent necessary in the procurement of any protection or to protect any of the Licensor's rights to the Intellectual Property Rights. In the event any third party lodges a claim concerning the Intellectual Property Rights, the Licensor, if it so desires, may commence or prosecute any claims or lawsuits in its own name or in the name of the Licensee or join the Licensee as a party thereto. In the event any third party infringes any Intellectual Property Rights, the Licensee shall notify the Licensor in writing of any such infringements, or imitation by others of the Intellectual Property Rights which may come to the Licensee's attention, and the Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements;
- 5.2.6 the Licensee shall use the Intellectual Property Rights only in accordance with this Agreement and shall not use the Intellectual Property Rights in any way that, in the opinion of the Licensor, is deceptive, misleading or in any way damaging to such Intellectual Property Rights or the reputation of the Licensor; and
- 5.2.7 without the Licensor's consent, the Licensor shall not, and shall not license a third party to, modify, improve or develop the licensed software hereunder in any manner. During the effective protection period of the licensed software, the Licensee agrees that, to the extent permitted by the PRC laws, if there are any results from its modification or improvement to the licensed software or any new software developed based on the licensed software (collectively "**Improved Software**"), any ownership (including without limitation copyright) of such Improved Software as well as any rights and interests relating to such ownership shall belong to the Licensor. Notwithstanding any contrary provisions in the PRC laws providing that ownership to the Improved Software shall belong to the Licensee, the Licensee covenants and agrees to transfer the ownership on the Improved Software to the Licensor without consideration.

6. **[RESERVED]**

7. **Quality**

The Licensee shall use its best efforts to ensure that its operations protect and enhance the reputation of the Intellectual Property Rights.

8. Promotion Material

In all cases where the Licensee makes promotion material involving the Intellectual Property Rights, the production costs of such material thereof shall be borne by the Licensee. All copyrights or other intellectual property rights of such material concerning the Intellectual Property Rights thereto shall be the sole and exclusive property of the Licensor whether developed by the Licensor or the Licensee.

The Licensee agrees not to advertise or publicize any of the Intellectual Property Rights on radio, television, papers, magazines, the Internet without the prior written consent of the Licensor.

9. Effective Date and Term

9.1 This Agreement has been duly executed when it is duly signed by an authorized representative of each party and shall be effective as of the Effective Date. The term of this Agreement is five (5) years unless earlier terminated as set forth in this Agreement and shall be automatically extended for additional one (1) year terms unless either party provides the other party with notice of its desire to terminate this Agreement.

9.2 Unless any other provisions set forth in written form, this Agreement shall be applicable to any other intellectual property rights licensed to the Licensee within the term of this Agreement. After the execution of this Agreement, the Licensor and Licensee shall review this Agreement every three (3) months to determine whether to make any amendment or supplement to this Agreement.

10. Record Filing

Within three (3) months of the execution of this Agreement, both the Licensor and the Licensee shall, in compliance with the law of China, make a record filing of the copy of the Agreement to the relevant authorities. Both the Licensor and the Licensee agree to execute or furnish the relevant documents required in line with the principal hereof and relevant laws.

11. Termination

11.1 This Agreement shall expire on the date due or the date when the Licensor's right of ownership terminates unless this Agreement is extended as set forth above.

11.2 Without prejudice to any legal or other rights or remedies of the party that requests for termination of this Agreement, any party has the right to terminate this Agreement immediately with written notice to the other party in the event the other party materially breaches this Agreement including without limitation to Sections 5.2.5, 5.2.6, or 5.2.7 of this Agreement and fails to cure its breach within 30 days from the date it receives written notice of its breach from the non-breaching party.

11.3 During the term of this Agreement, the Licensor may terminate this Agreement at any time with a written notice to the Licensee 30 days before such termination. The Licensee shall not terminate this Agreement in prior.

11.4 Article 3, 4, 5.2.5, 5.2.6, or 5.2.7, 15 and 16 shall survive the termination or expiration of this Agreement.

12. Force Majeure

12.1 Force Majeure means any event that is beyond the party's reasonable control and cannot be prevented with reasonable care including but not limited to the acts of governments, nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war. However, any shortage of credit, capital or finance shall not be regarded as an event of Force Majeure. The party affected by Force Majeure shall notify the other party without delay.

12.2 In the event that the affected party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected party will not be responsible for any damage by reason of such a failure or delay of performance. The affected party shall take appropriate measures to minimize or remove the effects of Force Majeure and attempt to resume performance of the obligations delayed or prevented by the event of Force Majeure, and the affected party will not be responsible to such performance and will only be responsible to the delayed parts of performance. After the event of Force Majeure is removed, both the Licensor and the Licensee agree to resume the performance of this Agreement with their best efforts.

13. Notices

Notice or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and shall be deemed to be duly given when it is delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service to the address set forth below.

The Licensor: Shanghai Renren Automobile Technology Company Limited

Address : Room 705A, South, Yin Hai Plaza, Jia No.10, Zhongguancun South Street, Haidian District, Beijing, China
Tel : 86-10-84481818
Addressee : Liu Jian

The Licensee: Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.

Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Tel : 86-10-84481818
Addressee : Liu Jian

14. Re-Transfer, Re-License

This agreement and all the rights and duties hereunder are personal to the Licensee. The Licensee agrees that it will not assign, lease or pledge to any third party without the written consent of the Licensor.

15. Settlement Of Disputes

15.1 The Licensor and the Licensee shall strive to settle any disputes arising from the interpretation or performance of this Agreement through negotiations in good faith. In the event that no settlement can be reached through negotiation within 30 days after one party issues a negotiating notice, either party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the "CIETAC"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Licensor and the Licensee and shall be enforceable in accordance with its terms.

15.2 Except for the issue under dispute, both the Licensor and the Licensee shall perform their own duties under the Agreement in good faith.

16. Applicable Law

The execution, validity, performance, interpretation and any disputes in respect of this Agreement shall be governed and construed by the laws of the PRC.

17. Amendment And Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both the Licensor and the Licensee. The amendment and supplement duly executed by both the Licensor and the Licensee shall be part of this Agreement and shall have the same legal effect as this Agreement.

18. Entire Agreement

This Agreement and all the agreements and/or documents referenced or specifically included herein constitute the entire agreement between the Licensor and the Licensee in respect of the subject matter hereof and supersede all prior oral or written agreements, contract, understanding and correspondence among them.

19. Severability

Any provision of this Agreement that is invalid or unenforceable due to the violation of relevant laws in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

20. Waiver

Any waiver of any rights, powers, or privileges under this Agreement shall not be deemed as a waiver of those rights, powers or privileges hereunder in the future or any other rights, powers or privileges hereunder then or in the future. Any whole or partial performance of any rights, powers, or privileges hereunder shall not exclude the performance of any other rights, power, or privileges hereunder.

21. Exhibits

The Exhibits referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

[The space below is intentionally left blank.]

EXHIBIT 1

LIST OF LICENSED INTELLECTUAL PROPERTY RIGHTS UNDER THE AGREEMENT

Related software

EXHIBIT 2

CALCULATION METHOD AND FORM OF PAYMENT OF LICENSE FEE

1. Both the Licensor and the Licensee agree that, in consideration of the IPR which the Licensor licenses to the Licensee, the Licensee shall pay the Licensor license fees. The amount, payment method and classification of the license fees and other relevant issues shall be determined based on the precondition that they facilitate the Licensor's securing of all preferential treatments under the PRC tax policies, and shall be agreed through consultation by both the Licensor and the Licensee based on the following factors:
 - (1) the number of users purchasing the Licensee's products or receiving the Licensee's service;
 - (2) the types and number of the IPR actually used by the Licensee in selling products or providing services to its users; and
 - (3) other factors as agreed upon by both the Licensor and the Licensee.
2. Such license fees shall be paid on a monthly basis. The Licensee shall, prior to the fifteenth day of each month, pay the license fee for the previous month to the bank account designated by the Licensor, and fax or mail the copy of the remittance certificate to the Licensor after its remittance of the amount payable.
3. If the Licensor deems the mechanism for determining license fees as stipulated hereunder to be inappropriate for whatever reason and needs to be adjusted, the Licensee shall, within seven (7) working days after receiving the written demand for such adjustment from the Licensor, conduct active and bona fide negotiations with the Licensor to ascertain new charging standards or mechanism that is based on bona fide adjustments which meet the current market conditions. Under any circumstances, if the Licensee fails to respond to such notice within seven (7) working days of receiving of the notice, it shall be deemed to have accepted the adjustments to the license fees.
4. No adjustment to the license fees shall affect the effectiveness hereof or the performance of both the Licensor and the Licensee's other obligations hereunder.

If the Licensor considers it helpful to the business of the Licensee, the Licensor may, at its sole discretion, reduce or exempt from payment the license fee in whole or in part.

INTELLECTUAL PROPERTY RIGHT LICENSE AGREEMENT

This Intellectual Property Right License Agreement (the "**Agreement**") entered in Beijing the People's Republic of China (the "**PRC**," excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement), dated August 18 of 2017 (the "**Effective Date**"), by and between

- (1) The Licensor: **Shanghai Renren Automobile Technology Company Limited.**
Legal Address: Room 917-918, No328, Jiajian Road Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) The Licensee: **Shanghai Jieying Automobile Sales Co., Ltd.**
Legal Address: Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China
Legal Representative: Wang Mingli

WHEREAS:

- A. The Licensor, a wholly foreign-owned enterprise registered in Shanghai under the laws of the PRC, is the lawful owner of certain intellectual property rights listed in Exhibit 1 of this Agreement (the "**Intellectual Property Rights**");
- B. The Licensee, a limited liability company registered in Shanghai under the laws of the PRC, is licensed to engage in the business of providing value-added telecommunications services;
- C. The Licensor agrees to license the Intellectual Property Rights to the Licensee in accordance with the terms and conditions set forth herein and the Licensee agrees to accept the license on the terms and conditions set forth herein;

NOW THEREFORE, on the basis of mutual benefit and friendly negotiation, the Licensor and the Licensee agree as follows:

1. **Grant of License**

1.1 Covered Intellectual Property Rights

Under the terms and conditions hereinafter set forth, the Licensor hereby grants to the Licensee, and the Licensee accepts from the Licensor, a non-exclusive license, to use parts of or all of the Intellectual Property Rights, in the Licensee's operations in the PRC. Without the Licensor's prior written consent, the Licensee shall not, by license, sublicense, assignment or in any other manner, permit a third party to use the Intellectual Property Rights.

1.2 Scope

1.2.1 The Licensee shall only use the Intellectual Property Rights in its own normal business operations. Without the Licensor's consent, the Licensee shall not use the Intellectual Property Rights for any other purpose or when providing services to any third party.

1.2.2 The License in this Agreement is effective in the PRC (the "**Licensed Territory**"), and the Licensee agrees that without the prior written consent of the Licensor, it will not make, or authorize, any direct or indirect use of the Intellectual Property Rights in any regions other than the Licensed Territory.

1.3 Licensee's confirmation

The Licensee confirms that it does not have any rights, titles or interests of the Intellectual Property Rights except the rights, titles and interests provided for under this Agreement.

1.4 Prohibitions

Licensee undertakes that, at any time either during or after the Term, it shall not:

1.4.1 commit any act which affects the rights of Licensor in relation to any of the Intellectual Property Rights; or

1.4.2 apply for the registration of any of the Intellectual Property Rights or any similar intellectual property right in any country or region in the world.

2. **Payment**

The Licensee agrees to pay to the Licensor license fees determined in accordance with the calculation method and the form of payment as set forth in Exhibit 2.

3. **Goodwill**

The Licensee recognizes the value of the goodwill associated with the Intellectual Property Rights and the relevant rights, and acknowledges that the Intellectual Property Rights and goodwill (including but not limited to the goodwill deriving from the Licensee's use) pertaining thereto shall be the sole and exclusive property of the Licensor.

4. **Confidentiality**

4.1 The Licensee shall protect and maintain the confidentiality of any and all confidential data and information, including without limitation all technological, financial, human resource, strategic and any other relevant information of the other Party, acknowledged or received by the Licensee from the Licensor (collectively, the "**Confidential Information**"). Upon termination or expiration of this Agreement, the Licensee shall, at the Licensor's option, return all and any documents, information or software containing any of such Confidential Information to the Licensor or to the maximum extent permitted by applicable laws of the PRC, destroy and delete such Confidential Information from any electronic devices. The Licensee shall not disclose, grant or transfer any Confidential Information to any third party. The Licensee shall disclose the Confidential Information to the necessary employees, agents or consultants using measures reasonably calculated to ensure the security of the Confidential Information, and shall urge the necessary employees, agents or consultants to observe the obligations under this Agreement.

4.2 The above limitations shall not apply to the situations as follows:

4.2.1 the Confidential Information becomes available to the public other than by the Licensee's disclosure of such Confidential Information;

4.2.2 the Licensee acquired the Confidential Information directly or indirectly from other sources before receiving it from the Licensor; or

4.2.3 where the Confidential Information is required by law to be disclosed, or, based on general operational needs, should be disclosed to legal or financial advisors.

4.3 This Article 4 shall survive the termination, rescinding or modification of this agreement.

5. Representations and Warranties

5.1 The Licensor represents and warrants as follows:

- 5.1.1 the Licensor is a company duly registered and in good standing under the applicable laws of the PRC;
- 5.1.2 the Licensor, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts;
- 5.1.3 upon its execution by the Licensee, this Agreement will constitute a legal, valid and binding agreement of the Licensor and will be enforceable against the Licensor in accordance with its terms; and
- 5.1.4 the Licensor is the lawful owner of, and has sole and exclusive rights and interests in any intellectual property rights (including without limitation to copyright, trademark right, patent, know-how and trade secrets, etc.) in connection with, the Intellectual Property Rights.

5.2 The Licensee represents and warrants as follows:

- 5.2.1 the Licensee is a company duly registered and in good standing under the applicable laws of the PRC, and is approved by the relevant authorities to provide value-added telecommunications services;
 - 5.2.2 the Licensee, subject to its business scope, has full right, power, authority and capacity and all necessary consents and approvals of any third party and government authorities to execute and perform its obligations under this Agreement;
 - 5.2.3 the Licensee will not use or authorize the use of any Intellectual Property Rights or symbols which the Licensor judges, at its sole discretion, to be similar to the Intellectual Property and could cause confusion;
 - 5.2.4 upon its execution by the Licensor, the Agreement will constitute a legal, valid and binding agreement of the Licensee and will be enforceable against the Licensee in accordance with its terms upon its execution;
-

- 5.2.5 the Licensee shall assist the Licensor to the extent necessary in the procurement of any protection or to protect any of the Licensor's rights to the Intellectual Property Rights. In the event any third party lodges a claim concerning the Intellectual Property Rights, the Licensor, if it so desires, may commence or prosecute any claims or lawsuits in its own name or in the name of the Licensee or join the Licensee as a party thereto. In the event any third party infringes any Intellectual Property Rights, the Licensee shall notify the Licensor in writing of any such infringements, or imitation by others of the Intellectual Property Rights which may come to the Licensee's attention, and the Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements;
- 5.2.6 the Licensee shall use the Intellectual Property Rights only in accordance with this Agreement and shall not use the Intellectual Property Rights in any way that, in the opinion of the Licensor, is deceptive, misleading or in any way damaging to such Intellectual Property Rights or the reputation of the Licensor; and
- 5.2.7 without the Licensor's consent, the Licensor shall not, and shall not license a third party to, modify, improve or develop the licensed software hereunder in any manner. During the effective protection period of the licensed software, the Licensee agrees that, to the extent permitted by the PRC laws, if there are any results from its modification or improvement to the licensed software or any new software developed based on the licensed software (collectively "**Improved Software**"), any ownership (including without limitation copyright) of such Improved Software as well as any rights and interests relating to such ownership shall belong to the Licensor. Notwithstanding any contrary provisions in the PRC laws providing that ownership to the Improved Software shall belong to the Licensee, the Licensee covenants and agrees to transfer the ownership on the Improved Software to the Licensor without consideration.

6. **[RESERVED]**

7. **Quality**

The Licensee shall use its best efforts to ensure that its operations protect and enhance the reputation of the Intellectual Property Rights.

8. Promotion Material

In all cases where the Licensee makes promotion material involving the Intellectual Property Rights, the production costs of such material thereof shall be borne by the Licensee. All copyrights or other intellectual property rights of such material concerning the Intellectual Property Rights thereto shall be the sole and exclusive property of the Licensor whether developed by the Licensor or the Licensee.

The Licensee agrees not to advertise or publicize any of the Intellectual Property Rights on radio, television, papers, magazines, the Internet without the prior written consent of the Licensor.

9. Effective Date and Term

9.1 This Agreement has been duly executed when it is duly signed by an authorized representative of each party and shall be effective as of the Effective Date. The term of this Agreement is five (5) years unless earlier terminated as set forth in this Agreement and shall be automatically extended for additional one (1) year terms unless either party provides the other party with notice of its desire to terminate this Agreement.

9.2 Unless any other provisions set forth in written form, this Agreement shall be applicable to any other intellectual property rights licensed to the Licensee within the term of this Agreement. After the execution of this Agreement, the Licensor and Licensee shall review this Agreement every three (3) months to determine whether to make any amendment or supplement to this Agreement.

10. Record Filing

Within three (3) months of the execution of this Agreement, both the Licensor and the Licensee shall, in compliance with the law of China, make a record filing of the copy of the Agreement to the relevant authorities. Both the Licensor and the Licensee agree to execute or furnish the relevant documents required in line with the principal hereof and relevant laws.

11. Termination

11.1 This Agreement shall expire on the date due or the date when the Licensor's right of ownership terminates unless this Agreement is extended as set forth above.

11.2 Without prejudice to any legal or other rights or remedies of the party that requests for termination of this Agreement, any party has the right to terminate this Agreement immediately with written notice to the other party in the event the other party materially breaches this Agreement including without limitation to Sections 5.2.5, 5.2.6, or 5.2.7 of this Agreement and fails to cure its breach within 30 days from the date it receives written notice of its breach from the non-breaching party.

11.3 During the term of this Agreement, the Licensor may terminate this Agreement at any time with a written notice to the Licensee 30 days before such termination. The Licensee shall not terminate this Agreement in prior.

11.4 Article 3, 4, 5.2.5, 5.2.6, or 5.2.7, 15 and 16 shall survive the termination or expiration of this Agreement.

12. Force Majeure

12.1 Force Majeure means any event that is beyond the party's reasonable control and cannot be prevented with reasonable care including but not limited to the acts of governments, nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war. However, any shortage of credit, capital or finance shall not be regarded as an event of Force Majeure. The party affected by Force Majeure shall notify the other party without delay.

12.2 In the event that the affected party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected party will not be responsible for any damage by reason of such a failure or delay of performance. The affected party shall take appropriate measures to minimize or remove the effects of Force Majeure and attempt to resume performance of the obligations delayed or prevented by the event of Force Majeure, and the affected party will not be responsible to such performance and will only be responsible to the delayed parts of performance. After the event of Force Majeure is removed, both the Licensor and the Licensee agree to resume the performance of this Agreement with their best efforts.

13. Notices

Notice or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and shall be deemed to be duly given when it is delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service to the address set forth below.

The Licensor: Shanghai Renren Automobile Technology Company Limited.

Address : Room 917-918, No328, Jiajian Road Jiading District, Shanghai, China

Tel : 86-10-84481818

Addressee : Liu Jian

The Licensee: Shanghai Jieying Automobile Sales Co., Ltd.

Address : Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China

Tel : 86-10-84481818

Addressee : Wang Mingli

14. Re-Transfer, Re-License

This agreement and all the rights and duties hereunder are personal to the Licensee. The Licensee agrees that it will not assign, lease or pledge to any third party without the written consent of the Licensor.

15. Settlement Of Disputes

15.1 The Licensor and the Licensee shall strive to settle any disputes arising from the interpretation or performance of this Agreement through negotiations in good faith. In the event that no settlement can be reached through negotiation within 30 days after one party issues a negotiating notice, either party may submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission (the "CIETAC"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon the Licensor and the Licensee and shall be enforceable in accordance with its terms.

15.2 Except for the issue under dispute, both the Licensor and the Licensee shall perform their own duties under the Agreement in good faith.

16. Applicable Law

The execution, validity, performance, interpretation and any disputes in respect of this Agreement shall be governed and construed by the laws of the PRC.

17. Amendment And Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both the Licensor and the Licensee. The amendment and supplement duly executed by both the Licensor and the Licensee shall be part of this Agreement and shall have the same legal effect as this Agreement.

18. Entire Agreement

This Agreement and all the agreements and/or documents referenced or specifically included herein constitute the entire agreement between the Licensor and the Licensee in respect of the subject matter hereof and supersede all prior oral or written agreements, contract, understanding and correspondence among them.

19. Severability

Any provision of this Agreement that is invalid or unenforceable due to the violation of relevant laws in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

20. Waiver

Any waiver of any rights, powers, or privileges under this Agreement shall not be deemed as a waiver of those rights, powers or privileges hereunder in the future or any other rights, powers or privileges hereunder then or in the future. Any whole or partial performance of any rights, powers, or privileges hereunder shall not exclude the performance of any other rights, power, or privileges hereunder.

21. Exhibits

The Exhibits referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Licensor and the Licensee hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

The Licensor: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

The Licensee: Shanghai Jieying Automobile Sales Co., Ltd.
(Company Seal: /s/ Shanghai Jieying Automobile Sales Co., Ltd.)

By: /s/ Wang Mingli
Authorized Representative: Wang Mingli

EXHIBIT 1

LIST OF LICENSED INTELLECTUAL PROPERTY RIGHTS UNDER THE AGREEMENT

Related software

EXHIBIT 2

CALCULATION METHOD AND FORM OF PAYMENT OF LICENSE FEE

1. Both the Licensor and the Licensee agree that, in consideration of the IPR which the Licensor licenses to the Licensee, the Licensee shall pay the Licensor license fees. The amount, payment method and classification of the license fees and other relevant issues shall be determined based on the precondition that they facilitate the Licensor's securing of all preferential treatments under the PRC tax policies, and shall be agreed through consultation by both the Licensor and the Licensee based on the following factors:
 - (1) the number of users purchasing the Licensee's products or receiving the Licensee's service;
 - (2) the types and number of the IPR actually used by the Licensee in selling products or providing services to its users; and
 - (3) other factors as agreed upon by both the Licensor and the Licensee.
2. Such license fees shall be paid on a monthly basis. The Licensee shall, prior to the fifteenth day of each month, pay the license fee for the previous month to the bank account designated by the Licensor, and fax or mail the copy of the remittance certificate to the Licensor after its remittance of the amount payable.
3. If the Licensor deems the mechanism for determining license fees as stipulated hereunder to be inappropriate for whatever reason and needs to be adjusted, the Licensee shall, within seven (7) working days after receiving the written demand for such adjustment from the Licensor, conduct active and bona fide negotiations with the Licensor to ascertain new charging standards or mechanism that is based on bona fide adjustments which meet the current market conditions. Under any circumstances, if the Licensee fails to respond to such notice within seven (7) working days of receiving of the notice, it shall be deemed to have accepted the adjustments to the license fees.
4. No adjustment to the license fees shall affect the effectiveness hereof or the performance of both the Licensor and the Licensee' other obligations hereunder.

If the Licensor considers it helpful to the business of the Licensee, the Licensor may, at its sole discretion, reduce or exempt from payment the license fee in whole or in part.

EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18 of 2017, by and between the following parties:

- (1) **PARTY A: Shanghai Renren Automobile Technology Company Limited**(the “**WFOE**”)
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) **PARTY B: Liu Jian** (the “**Grantor**”)
PRC Identification Card No: 310102197211124453
Address: Room 1054, No 2, Lane 138, Nandan Road, Xuhui District, Shanghai, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Beijing under the laws of the PRC.
- B. The Grantor currently holds 1% of the registered capital of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. (the “**VIE Company**”), a limited liability company with a registered capital of RMB 50,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE on August 18 of 2017 (the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 500,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

THEREFORE, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

1.4 Effective Date

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercise the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

SECTION 3: COMPLETION

3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;

- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

SECTION 5: TAXES

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT

6.1 Governing Law

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

6.2 Friendly Consultation

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.

If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

SECTION 7: CONFIDENTIALITY

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

SECTION 8: MISCELLANEOUS

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

8.2 Notices

- 8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Shanghai Renren Automobile Technology Company Limited

Address: Room 917-918, No 328, Jiajian Road, Shanghai, China
Fax: 86-10-64362600
Tel: 86-10-84481818
Addressee: Liu Jian

Liu Jian

Address: Room 1054, No 2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC
Fax: 86-10-64362600
Tel: 86-10-84481818

- 8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

- 8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;
- 8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);
- 8.2.2.3 on the fifteenth (15th) day after the date shown on the registered mail receipt, if sent by registered mail;
- 8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A : Shanghai Renren Automobile Technology Company Limited
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PARTY B: Liu Jian

By: /s/ Liu Jian

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18 of 2017, by and between the following parties:

- (1) **PARTY A: Shanghai Renren Automobile Technology Company Limited.** (the “**WFOE**”)
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) **PARTY B: Yang Jing** (the “**Grantor**”)
PRC Identification Card No: 532721197005100025
Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Beijing under the laws of the PRC.
- B. The Grantor currently holds 99% of the registered capital of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. (the “**VIE Company**”), a limited liability company with a registered capital of RMB 50,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE on August 18 of 2017 (the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 49,500,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

THEREFORE, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

1.4 Effective Date

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercises the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

SECTION 3: COMPLETION

3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;
- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

SECTION 5: TAXES

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT

6.1 Governing Law

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

6.2 Friendly Consultation

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.

If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

SECTION 7: CONFIDENTIALITY

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

SECTION 8: MISCELLANEOUS

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

8.2 Notices

8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Shanghai Renren Automobile Technology Company Limited

Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Fax: 86-10-64362600
Tel: 86-10-84481818
Addressee: Liu Jian

Yang Jing

Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, China
Fax: 86-10-64362600
Tel: 86-10-84481818

8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

- 8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;
- 8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);
- 8.2.2.3 on the fifteenth (15th) day after the date shown on the registered mail receipt, if sent by registered mail;
- 8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

Shanghai Renren Automobile Technology Company Limited
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian _____
Authorized Representative: Liu Jian

GRANTOR: Yang Jing

By: /s/ Yang Jing _____

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18 of 2017, by and between the following parties:

- (1) **PARTY A: Shanghai Renren Automobile Technology Company Limited.** (the “**WFOE**”)
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian

and

- (2) **PARTY B: Yi Rui** (the “**Grantor**”)
PRC Identification Card No: 110105196905084166
Address: No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Shanghai under the laws of the PRC.
- B. The Grantor currently holds 1% of the registered capital of Shanghai Jieying Automobile Sales Co., Ltd. (the “**VIE Company**”), a limited liability company with a registered capital of RMB 50,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE on **【 】** (the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 500,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

THEREFORE, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

1.4 Effective Date

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercise the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

SECTION 3: COMPLETION

3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;

- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

SECTION 5: TAXES

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT

6.1 Governing Law

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

6.2 Friendly Consultation

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.

If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

SECTION 7: CONFIDENTIALITY

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

SECTION 8: MISCELLANEOUS

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

8.2 Notices

8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Shanghai Renren Automobile Technology Company Limited.

Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Fax: 86-10-64362600
Tel: 86-10-84481818
Addressee Liu Jian

Yi Rui

Address: No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China
Fax: 86-10-64362600
Tel: 86-10-84481818

8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

- 8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;
- 8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);
- 8.2.2.3 on the fifteenth (15th) day after the date shown on the registered mail receipt, if sent by registered mail;
- 8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PARTY B: Yi Rui

By: /s/ Yi Rui

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

EQUITY OPTION AGREEMENT

This Equity Option Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**,” excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and date August 18 of 2017, by and between the following parties:

- (1) **PARTY A: Shanghai Renren Automobile Technology Company Limited**, (the “**WFOE**”)
Registered Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jia

and

- (2) **PARTY B: Ren Jintao** (the “**Grantor**”)
PRC Identification Card No: 110102197805152331
Address: No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China

(individually, a “**Party**” and collectively, the “**Parties**”)

WHEREAS:

- A. The WFOE is a wholly foreign-owned enterprise, duly established and registered in Shanghai under the laws of the PRC.
- B. The Grantor currently holds 99% of the registered capital of Shanghai Jieying Automobile Sales Co., Ltd. (the “**VIE Company**”), a limited liability company with a registered capital of RMB 50,000,000 (the “**Equity Interests**”).
- C. The Grantor entered into a Loan Agreement with the WFOE on August 18 of 2017 (the “**Loan Agreement**”), pursuant to which the WFOE extended a loan in the amount of RMB 49,500,000 to the Grantor (the “**Loan**”).
- D. The Grantor has agreed to grant exclusively to the WFOE an option to acquire the Equity Interest that has been registered in his name, subject to the terms and conditions set forth below.

THEREFORE, through friendly negotiation based on equal and mutual benefit, the Parties agree as follows:

SECTION 1: GRANT OF THE OPTION

1.1 Grant of Option

The Grantor hereby grants to the WFOE an option (the “**Option**”) to acquire all or portion of his Equity Interest at the price equivalent to the lowest price then permitted by PRC laws, and the WFOE shall make payment of such price by cancelling all or a same portion of the Loan. The Option shall become vested as of the date of this Agreement.

1.2 Term

This Agreement shall take effect as of the Effective Date and shall remain in full force and effect until the earlier of (1) the date on which all of the Equity Interests have been acquired by the WFOE directly or through its designated representative (individual or legal person); or (2) the unilateral termination by the WFOE (at its sole and absolute discretion), by giving 30 days prior written notice to the Grantor of its intention to terminate this Agreement.

1.3 Consideration of Option

The Grantor acknowledges that the WFOE’s provision of the Loan to the Grantor is deemed to be the consideration for the grant of the Option, the sufficiency and payment of which have been acknowledged and recognized.

1.4 Effective Date

This Agreement shall be effective upon its being signed by the parties hereunder (“**Effective Date**”).

SECTION 2: EXERCISE OF THE OPTION AND ITS CLOSING

2.1 Timing of Exercise

2.1.1 The Grantor agrees that the WFOE in its sole discretion may at any time, and from time to time after the date hereof, exercise the Option granted by the Grantor, in whole or in part, to acquire all or any portion of his Equity Interest.

2.1.2 For the avoidance of doubt, the Grantor hereby agrees that the WFOE shall be entitled to exercise the Option granted by the Grantor for an unlimited number of times, until all of his Equity Interest have been acquired by the WFOE.

2.1.3 The Grantor agrees that the WFOE may designate in its sole discretion any third party to exercise the Option granted by the Grantor on its behalf, in which case the WFOE shall provide written notice to the Grantor at the time the Option granted by the Grantor is exercised.

2.2 Transfer

The Grantor agrees that the Option grant by him shall be freely transferable, in whole or in part, by the WFOE to any third party, and that, upon such transfer, the Option may be exercised by such third party upon the terms and conditions set forth herein, as if such third party were a party to this Agreement, and that such third party shall assume the rights and obligations of the WFOE hereunder.

2.3 Notice Requirement

2.3.1 To exercise an Option, the WFOE shall send a written notice to the Grantor, and such Option is to be exercised by no later than ten (10) days prior to each Closing Date (as defined below), specifying therein:

2.3.1.1 The date of the effective closing of such acquisition (a “**Closing Date**”);

2.3.1.2 the name of the person in which the Equity Interests shall be registered;

2.3.1.3 the amount of Equity Interest to be acquired from the Grantor;

2.3.1.4 the type of payment; and

2.3.1.5 a letter of authorization, if a third party has been designated to exercise the Option.

2.3.2 For the avoidance of doubt, it is expressly agreed among the parties that the WFOE shall have the right to exercise the Option and elect to register the Equity Interest in the name of another person as it may designate from time to time.

2.4 Closing

On each Closing Date, the WFOE shall make payment by cancelling all or a portion of the Loan payable by the Grantor to the WFOE, in the same proportion that the WFOE or its designated party acquires the Equity Interest held by the Grantor.

SECTION 3: COMPLETION

3.1 Capital Contribution Transfer Agreement

Concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more capital contribution transfer agreements, each in the form and content substantially satisfactory to the WFOE (each, a “**Transfer Agreement**”), together with any other documents necessary to give effect to the transfer to the WFOE or its designated party of all or any part of the Equity Interest upon an exercise of the Option by the WFOE (the “**Ancillary Documents**”). Each Transfer Agreement and the Ancillary Documents are to be kept in the WFOE’s possession.

The Grantor hereby agrees and authorizes the WFOE to complete, execute and submit to the relevant company registrar any and all Transfer Agreements and the Ancillary Documents to give effect to the transfer of all or any part of the Equity Interest upon an exercise of the Option by the WFOE at its sole discretion where necessary and in accordance with this Agreement.

3.2 Board Resolution

Notwithstanding Section 3.1 above, concurrently with the execution and delivery of this Agreement, and from time to time upon the request of the WFOE, the Grantor shall execute and deliver one or more resolutions of the board of directors and/or shareholders of the VIE Company, approving the following:

3.2.1 The transfer by the Grantor of all or part of the Equity Interest held by the Grantor to the WFOE or its designated party; and

3.2.2 any other matters as the WFOE may reasonably request.

Each Resolution is to be kept in the WFOE’s possession.

3.3 Waiver of Right of First Refusal

Upon the prior written request of the WFOE, the Grantor shall waive any and all of his right of first refusal or other preemptive rights provided under the PRC laws or the articles of association of the VIE Company with respect to the equity transfer conducted by any other shareholder of the VIE Company.

3.4 Return of Additional Consideration

If the WFOE or any transferee designated by the WFOE is required by applicable laws or competent authorities to pay any additional consideration (i.e., the transfer price is higher than the relevant registered capital of the VIE Company corresponding to the Equity Interest being transferred) to the Grantor for its exercise of the Options, the Grantor agrees to return any and all of such additional consideration to the WFOE or such transferee as soon as possible after the completion of such equity interest transfer.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Grantor represents and warrants to the WFOE that:

- 4.1.1 he has the full power and authority to enter into, and perform under, this Agreement;
- 4.1.2 his signing of this Agreement or fulfilling of any of his obligations hereunder does not violate any laws, regulations and contracts to which he is bound, or require any government authorization or approval;
- 4.1.3 there is no lawsuit, arbitration or other legal or government procedures pending which, based on his knowledge, shall materially and adversely affect this Agreement and the performance thereof;
- 4.1.4 he has disclosed to the WFOE all documents issued by any government department that might cause a material adverse effect on the performance of his obligations under this Agreement;
- 4.1.5 he has not been declared bankrupt by a court of competent jurisdiction;
- 4.1.6 save as disclosed to the WFOE, his Equity Interest is free and clear from all liens, encumbrances and third party rights;
- 4.1.7 he will not transfer, donate, pledge, or otherwise dispose of his Equity Interest in any way unless otherwise agreed by the WFOE;
- 4.1.8 the Option granted to the WFOE by him shall be exclusive, and he shall in no event grant the Option or any similar rights to a third party by any means whatsoever; and
- 4.1.9 the Grantor further represents and warrants to the WFOE that he owns 70% of the Equity Interest of the VIE Company. The Parties hereby agree that the representations and warranties set forth in Sections 4 (except for Section 4.1.9) shall be deemed to be repeated as of each Closing Date as if such representation and warranty were made on and as of such Closing Date.

4.2 Covenants and Undertakings

The Grantor covenants and undertakes that:

- 4.2.1 he will complete all such formalities as are necessary to make the WFOE or its designated party a proper and registered shareholder of the VIE Company. Such formalities include, but are not limited to, assisting the WFOE with the obtaining of necessary approvals of the equity transfer from relevant government authorities (if any), the submission of the Transfer Agreement(s) to the relevant administration for industry and commerce for the purpose of amending the articles of association, changing the shareholder register and undertaking any other changes;
- 4.2.2 he will, upon request by the WFOE, establish a domestic entity to hold the interests in the VIE Company as a Chinese joint venture partner in case the VIE Company is restructured into a foreign-invested telecommunication enterprise; and
- 4.2.3 he will not amend the articles of association, increase or decrease the registered capital, sell, transfer, mortgage, create or allow any encumbrance or otherwise dispose of the assets, business, revenues or other beneficial interests, incur or assume any indebtedness, or enter into any material contracts, except in the ordinary course of business (for the purpose of this paragraph, any contract with a value exceeding RMB 100,000 shall be deemed to be a material contract).

SECTION 5: TAXES

Any taxes and duties that might arise from the execution and performance of this Agreement, including any taxes and expenses incurred by and applicable to the Grantor as a result of the exercise of the Option by the WFOE or its designated party, or the acquisition of the Equity Interest from the Grantor, will be borne by the WFOE.

SECTION 6: GOVERNING LAW AND DISPUTE SETTLEMENT

6.1 Governing Law

The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.

6.2 Friendly Consultation

If a dispute arises in connection with the interpretation or performance of this Agreement, the Parties shall attempt to resolve such dispute through friendly consultations between them or mediation by a neutral third party.

If the dispute cannot be resolved in the aforesaid manner within thirty (30) days after the commencement of such discussions, either Party may submit the dispute to arbitration.

6.3 Arbitration

Any dispute arising in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing headquarter for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties. This article shall not be affected by the termination or elimination of this Agreement.

6.4 Matters not in Dispute

In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

SECTION 7: CONFIDENTIALITY

7.1 Confidential Information

The contents of this Agreement and the annexes hereof shall be kept confidential. No Party shall disclose any such information to any third party (except for the purpose described in Section 2.2 and by prior written agreement among the parties). Each Party's obligations under this clause shall survive the termination of this Agreement.

7.2 Exceptions

If a disclosure is explicitly required by law, any courts, arbitration tribunals, or administrative authorities, such disclosure by any Party shall not be deemed a violation of Section 7.1 above.

SECTION 8: MISCELLANEOUS

8.1 Entire Agreement

8.1.1 This Agreement constitutes the entire agreement and understanding among the Parties in respect of the subject matter hereof and supersedes all prior discussions, negotiations and agreements among them. This Agreement shall only be amended by a written instrument signed by all the parties.

8.1.2 The appendices attached hereto shall constitute an integral part of this Agreement and shall have the same legal effect as this Agreement.

8.2 Notices

8.2.1 Unless otherwise designated by the other Party, any notices or other correspondences among the parties in connection with the performance of this Agreement shall be delivered in person, by express mail, e-mail, facsimile or registered mail to the following correspondence addresses and fax numbers:

Shanghai Renren Automobile Technology Company Limited

Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China.
Fax: 86-10-64362600
Tel: 86-10-84481818
Addressee: Liu Jian

Ren Jintao

Address: No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China
Fax: 86-10-64362600
Tel: 86-10-84481818

8.2.2 Notices and correspondences shall be deemed to have been effectively delivered:

- 8.2.2.1 at the exact time displayed in the corresponding transmission record, if delivered by facsimile, unless such facsimile is sent after 5:00 pm or on a non-business day in the place where it is received, in which case the date of receipt shall be deemed to be the following business day;
- 8.2.2.2 on the date that the receiving Party signs for the document, if delivered in person (including express mail);
- 8.2.2.3 on the fifteenth (15th) day after the date shown on the registered mail receipt, if sent by registered mail;
- 8.2.2.4 on the successful printing by the sender of a transmission report evidencing the delivery of the relevant e-mail, if sent by e-mail.

8.3 Binding Effect

This Agreement, upon being signed by the parties or their duly authorized representatives, shall be binding on the parties and their successors and assigns.

8.4 Language and Counterparts

This Agreement shall be executed in two (2) originals in English, with one (1) original for each party.

8.5 Days and Business Day

A reference to a day herein is to a calendar day. A reference to a business day herein is to a day on which commercial banks are open for business in the PRC.

8.6 Headings

The headings contained herein are inserted for reference purposes only and shall not affect the meaning or interpretation of any part of this Agreement.

8.7 Singular and Plural

Where appropriate, the plural includes the singular and vice versa.

8.8 Unspecified Matter

Any matter not specified in this Agreement shall be handled through mutual discussions among the parties and stipulated in separate documents with binding legal effect, or resolved in accordance with PRC laws.

8.9 Survival of Representations, Warranties, Covenants and Obligations

The respective representations, warranties, covenants and obligations of the parties, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any party, and shall survive the transfer and payment for the Equity Interest.

This Agreement has been signed by the parties or their duly authorized representatives on the date first specified above.

[The space below is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

Shanghai Renren Automobile Technology Company Limited
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

GRANTOR: Ren Jintao

By: /s/ Ren Jintao

[SIGNATURE PAGE TO EQUITY OPTION AGREEMENT]

Equity Purchase Agreement

Regarding:

Target Company

between

Shanghai Jieying Auto Retail Co., Ltd.

as the Buyer

and

each Seller set out in the preamble section

as the Sellers

Date []

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Equity Purchase Agreement

THE AGREEMENT IS ENTERED INTO BETWEEN

(1) **Shanghai Jieying Auto Retail Co., Ltd.**, a limited liability company established in Jiading District, Shanghai, the People's Republic of China, with its registered office at Room 105, Level 1, Building 2, No. 333, Fengrao Road, Jiading District, Shanghai and the legal representative of which is Ji Chen (hereinafter referred to as the "**Buyer**");

and

(2) [], Chinese citizen, ID number [];

(3) [], Chinese citizen, ID number []

([] and []) individually referred to as the "**Seller**" and collectively referred to as the "**Sellers**";

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

In the **Agreement**, unless the context requires otherwise, the provisions in Article 1 apply to the entire **Agreement**.

1.1 Definition

The terms in bold set out in the **Agreement**, including those used in the preamble of this **Agreement**, shall have the meanings specified in Appendix I (Definitions).

1.2 Responsibilities and obligations

1.2.1 In the **Agreement**, any reference to the **Sellers**' responsibilities and obligations shall be considered that each **Seller** shall be obliged to ensure that all **Sellers** shall assume the relevant responsibilities or perform relevant obligations in accordance with the terms and conditions set out in the **Agreement**.

1.3 Other terminology

1.3.1 In the **Agreement**, "include/includes/including" shall be deemed as "include/includes/including but not limited to".

1.3.2 In the **Agreement**, "as of" shall be deemed to include the date and time as referred.

2 THE TARGET COMPANY

2.1 The **Buyer** and the **Sellers** hereby agree that, upon entering into the **Agreement**, the **Sellers** shall proceed to establish a limited liability company (the "**Target Company**") in [], [] Province immediately, in which the amount of paid-in capital and percentage of shareholding of each Seller are set out as follows:

Names of Sellers	Paid-in Capital (RMB)	Percentage of shareholding
	as agreed otherwise by the parties to the Agreement	
	as agreed otherwise by the parties to the Agreement	
	as agreed otherwise by the parties to the Agreement	
Total	as agreed otherwise by the parties to the Agreement	100%

2.2 The name of the **Target Company** is [], whose scope of business is [], the legal representative is [], and the registered capital will be agreed otherwise by the parties.

3 EQUITY TRANSFER AND CAPITAL INCREASE

3.1 Equity transfer

After the **Target Company** is established in accordance with the provisions of the **Agreement**, each **Seller** will sell to the **Buyer** in the same proportion of equity held in in the **Target Company** (the “**Target Equity**”) according to the specific requirements of relevant provisions of the **Agreement** and the **Buyer** will hereby purchase the **Target Equity** from the **Sellers**.

3.2 Capital increase

Along with the aforesaid equity transfer, the **Buyer** shall increase the capital of the **Target Company** by way of cash contribution. The amount of capital increase shall be three-sevenths (3/7) of the total paid-in capital amount of the **Sellers** in the **Target Company**.

3.3 Percentage of shareholding

Upon completion of the equity transfer and capital increase described in this Article 3, the **Buyer** shall hold seventy percent (70%) of equity in the **Target Company**. By then, each party will hold the percentage of shareholding in the **Target Company** as follows:

Name of Shareholder	Percentage of shareholding
Shanghai Jieying Auto Retail Co., Ltd.	70%
Total	100%

3.4 Change in business registration

The **Sellers** shall promptly complete the formalities of change in business registration in respect of the equity change of the **Target Company** as described in this Article 3 with competent Industry and Commerce Authority in cooperation with the **Buyer**.

4 CONSIDERATION AND ARRANGEMENT OF PAYMENT

4.1 Consideration

- 4.1.1 The restricted shares (the “**Shares**”) issued by the **Buyer** through its overseas holding company, Renren Auto Group, or its any other effective overseas holding company (the “**Listing Entity**”) after the **Listing** to the **Sellers** or the special purpose company (SPV) established by the **Sellers** outside the PRC and the other considerations stipulated in the **Agreement** below constitute the complete consideration for the acquisition of the **Target Equity** (“**Acquisition Consideration**”).
- 4.1.2 The price of the **Shares** issued to the **Sellers** is that of the shares when the **Listing Entity** makes the initial public offerings (“**IPO**”). The specific number of shares to be issued shall be calculated and determined based on the price of such **Shares**, and shall be adjusted in accordance with the specific provision under the **Agreement** and to the operating conditions and performance indicators of the **Target Company**.
- 4.1.3 The above **Acquisition Consideration** is composed of Consideration 1 and Consideration 2, of which, Consideration 1 is calculated as follows: all **Net Profits** before tax generated from the **Target Company** before the **Listing** of the **Listing Entity** x the percentage of shareholding held by the **Buyer** in the **Target Company**; Consideration 2 is calculated as follows: the sum of the **Net Profits** before tax generated from the **Target Company** during the **Base Period of Business Results** × the percentage of shareholding held by the **Buyer** in the **Target Company** × 12.
- 4.1.4 The **Acquisition Price** related to the acquisition and opening of **New Stores** by the **Target Company** is calculated in the same method as above, but the commencing date of the specific performance evaluation period shall be determined by the Board of Directors of the **Target Company**.

4.2 Arrangement of share issuance

4.2.1 Upon the **Listing** of the **Listing Entity**, the **Buyer** shall pay the **Acquisition Consideration** to the **Sellers** which the **Sellers** are entitled to receive based on the operating conditions and performance indicators of the **Target Company** in the specific manner below:

- (a) Consideration 1 shall be paid within thirty (30) days after the completion of the quarterly audit on the **Listing**;
- (b) Consideration 2 shall be paid to the **Sellers** within thirty (30) days after the completion of the quarterly audit in every twelve (12) months after the last day of the **Base Period of Business Results**, and each time of the payment shall be made out of twenty percent (20%) of the total number of shares and the total number of shares shall be distributed in full in five (5) times;
- (c) in the event that the period commencing from the **Performance Inclusion Date** of the **Target Company** and ending on the **Listing Date** covers a full twelve (12) months' period, and the period commencing from the **Performance Inclusion Date** of one or more **New Stores** and ending on the **Listing Date** is less than twelve (12) months' period, the Base Period of Business Results of such **New Stores** and the relevant business results shall be separately accounted for in accordance with the aforesaid paragraph (b) of this Article and the relevant principles of Article 3.1.4 and Article 3.3.4 of the **Agreement**.

4.2.2 The number of **Shares** issued by the **Listing Entity** to each **Seller** shall be allocated in proportion of equity in the **Target Company** sold by the corresponding **Seller** to the **Target Equity** acquired by the **Buyer** and shall be issued to each **Seller** simultaneously.

4.3 Agreement on performance

4.3.1 The **Buyer** and the **Sellers** hereby agree to adopt the **Net Profits** before tax of the **Target Company** during the **Base Period of Business Results** as the benchmark; thereafter the **Net Profits** before tax of the **Target Company** for every twelve (12) months ("**Appraisal Year of Business Results**") shall be maintained at a compound growth rate of one hundred and ten percent (110%) ("**Expected Net Profits**"). The calculation formula of the **Expected Net Profits** for any appraisal year of the **Target Company** is: the business results of the **Nth Appraisal Year of Business Results** after the Base Period = the **Net Profits** before tax in the **Base Period of Business Results** × 110% to the power of (N-1).

- 4.3.2 In any **Appraisal Year of Business Results** thereafter, if the **Target Company's Net Profits** for that year exceeds the corresponding **Expected Net Profits**, the **Buyer** shall increase the number of **Shares** issued to the **Sellers** in the same proportion for the excess as the employee incentives to the **Sellers**; but the number of additional **Shares** shall not exceed one-hundred and fifty percent (150%) of the number of **Shares** that shall be issued to the **Sellers** for that year.
- 4.3.3 In any **Appraisal Year of Business Results** thereafter, if the **Target Company's Net Profits** for that year is less than the corresponding **Expected Net Profits**, the **Buyer** shall reduce the number of **Shares** issued to the **Sellers** in the same proportion for the shorter part, but such reduced issued Shares shall not be less than fifty percent (50%) of the Shares that shall be issued to the **Sellers** for that year.
- 4.3.4 When the **Target Company** opens a **New Store** or acquires the business of other car dealers, the appraisal method for the **New Stores** or acquired business will be agreed otherwise by both parties.

5 CONDITIONS PRECEDENT

5.1 Conditions

The **Buyer** and **Sellers** hereby agree that the following **Conditions Precedent** must be satisfied or waived before the **Closing**:

- 5.1.1 The **Buyer** shall have completed due diligence on the **Target Company** and the **Buyer** is satisfied with the results.
- 5.1.2 No Government Department shall have issued or enforced any Laws, judgments, orders or bans that will limit or prohibit the completion of the **Agreement** or Transaction prior to **Closing**.
- 5.1.3 Prior to **Closing**, there shall be no lawsuits or procedures initiated by any **third party** (including any **Government Department**) that is pending or potentially seeking to prohibit or limit the completion of the **Transaction**.
- 5.1.4 The **Sellers** shall have completed the following:
- (a) the key employees of the **Original Company** listed in (ii) section of **Appendix II (List of Employees)** have all been transferred to the **Target Company** as new **key employees** and each has signed a labour contract respectively with the **Target Company** to the satisfaction of the **Buyer** and has not submitted resignation or notice of intent of resignation.
 - (b) the vehicles listed in **Appendix III (List of Motor Vehicles)** shall have been transferred to the **Target Company**;
 - (c) in respect of the lease contracts listed in **Appendix IV (List of Lease Contracts)**, the **Sellers** and/or the **Original Company** shall have agreed in writing with the relevant lessor and **Target Company** that the lessee will be changed to the **Target Company**;

- (d) in respect of the business contracts listed in Appendix V (List of Business Contracts), the **Sellers** and/or the **Original Company** shall have agreed in writing with the relevant parties to the contracts and the **Target Company** that the rights and obligations of the **Sellers** and/or the **Original Company** under the contracts will be transferred to the **Target Company**;
 - (e) all assets of the **Original Company** (including all cash, equipment and other assets which are not accounted for in the company's accounts but actually used for its operations, the particulars of which shall be subject to Appendix VI (List of Assets)) shall have been transferred to the **Target Company**.
 - (f) the **Target Company** shall have completed the corresponding procedure of change in industrial and commerce registration or filing (including but not limited to the **Shareholders**, directors and the revised articles of incorporation of the **Target Company**) within thirty (30) days after the **Agreement** comes into effect, and the amended articles of incorporation and register of members have handed over to the **Buyer**.
- 5.1.5 There shall be serious default of the **Undertakings of the Sellers** and the **Sellers** have not seriously breached any other obligations under the **Agreement**.
- 5.1.6 There have not occurred any **Major Adverse Effects**.
- 5.1.7 The **Sellers** have fully disclosed their external liabilities and the **Sellers** have provided relevant solutions approved by the **Buyer**.
- 5.1.8 The resolution on the **Transaction** has been **passed** by the Board of Directors of the **Buyer**.

5.2 **Satisfaction or waiver of Conditions Precedent**

- 5.2.1 The **Parties** shall make their best efforts to satisfy the aforesaid **Conditions Precedent** as soon as practicable. The **Conditions Precedent** described in Article 5.1 (excluding Article 5.1.8) can only be waived by the **Buyer**. The **Conditions Precedent** described in Article 5.1.8 can only be waived by the **Sellers**.
- 5.2.2 If the **Conditions Precedent** described in Article 4.1 fail to be satisfied or are not waived within thirty days from the day on which establishment of the **Target Company** is completed, either the **Buyer** or **Sellers** may terminate the **Agreement** after giving notice to the other **Parties** in writing. Neither **Party** has the right to request any indemnification against other **Parties** for such termination. The provisions set out in Articles 1, 5.2.3, 13 and 14.2 to 14.11 of the **Agreement** shall remain valid after the termination of the **Agreement**.

- 5.2.3 If the **Conditions Precedent** described in Article 5.1 have been fully satisfied or waived within thirty days after the day on which the establishment of the **Target Company** is completed and the **Sellers** (all **Sellers** as a **Party**) or the **Buyer** refuses to complete the **Closing** in accordance with the provisions set out in Article 6.3.1. The Defaulting **Party** shall pay RMB ONE MILLION (1,000,000) to the other party as liquidated damages.

6 UNDERTAKINGS BEFORE CLOSING

6.1 Business activities

The **Sellers** and the **Shareholders** shall ensure that during period between the **Execution** and the **Closing**, the **Target Company**:

- (a) shall normally carry out business activities as a continuing business enterprise;
- (b) shall maintain its **Existing Businesses**, organizational structure, business model and its relationship with customers and other **Entities**;
- (c) prepare and manage the financial books and records of the **Target Company** in accordance with the latest **Accounting Standards for Enterprises** under the Accounting Standards for Enterprises by designating the finance staff in cooperation with the **Buyer**; and
- (d) allow the **Buyer** or the third-party intermediary appointed by the **Buyer** to inspect the information and materials concerning the business, financial, sales and operation of the **Target Company** during the business hours of the **Target Company**.

6.2 Restrictions

Without prejudice to the provisions set out in Article 6.1, the **Sellers** shall ensure that during the period between the **Execution** of the **Agreement** and **Closing**, without the prior written consent of the **Buyer**, the **Target Company** shall not:

- (a) enter into an agreement or making a commitment in a cumulative amount of more than RMB10,000 (TEN THOUSAND);
- (b) borrow any money or bear any other debt, except for borrowings or debts arising from normal business activities;
- (c) provide loans or guarantees to external entities;
- (d) enter into, revise or renew any labour contract, or terminate the labour contracts with the key employees in any way, except in emergencies;
- (e) make major adjustments to the organizational structure of the **Target Company**, except as required by the **Buyer**;
- (f) increase the remuneration of employees (salaries, subsidies, bonuses, social security or any other form of remunerations) in any manner except for the increase in salary in normal business based on past practice;

- (g) increase or decrease the registered capital of the **Target Company**, transfer or pledge the **Target Equity** in whole or in part to any **Entity**, or issue any title certificate that gives the holder the right to obtain the equity of the **Target Company**;
- (h) decide on, execute or pay profits or other distributions to the **Sellers** or any other **Entity**;
- (i) take any measure to amend the articles of incorporation of the **Target Company**, or to merge, split, dissolve or liquidate it;
- (j) in addition to resolutions relating to the Transaction and other matters stipulated in this **Agreement**, pass any other resolution of general meeting or of the Board of Directors;
- (k) in addition to normal business activities, conduct any transaction or enter into any contract;
- (l) engage in any transaction or enter into any contract with any of the **Sellers** or their respective **Related Parties**;
- (m) in addition to the contracts related to normal business activities, revise or terminate any contract that has been entered into by the **Target Company**;
- (n) refuse to participate in the business cooperation proposed by the **Buyer** without reasonable grounds;
- (o) cancel or waive any creditor's right or claim of right of the **Target Company** against other **Entities**;
- (p) acquire or invest in any Entity's assets or equities;
- (q) establish partnership, joint venture or business partnership with any **Entity** engaged in the same or similar business as the **Buyer** or the **Existing Businesses**, whether or not the **Entity** is principally engaged in such business, including cooperation in respect of business development, sales channels, marketing and government relations, etc.;
- (r) file, settle or withdraw from any litigation, arbitration or other proceedings; and
- (s) enter into any agreement or make any (verbal or written) commitment to engage in any activity which is prohibited by the **Agreement** or breaches the **Agreement**.

6.3 **Restrictions on the Sellers**

- 6.3.1 During the period between **Execution** and **Closing**, the **Sellers** undertake that (i) if the **Sellers** receive any request or inquiry (whether or not the request or inquiry is related to a contract the **Sellers** has entered into) regarding the **Existing Businesses** made by any customer, the **Sellers** must notify such request or inquiry to the **Target Company**, (ii) the **Sellers** inform the customers or prospective customers that the **Existing Businesses** are carried out by the **Target Company**, and the request or inquiry will be handled by the **Target Company**, and (iii) if appropriate, the **Sellers** make proper arrangement with the **Target Company** to facilitate the **Target Company**'s response to customer's request or inquiry.

- 6.3.2 If the **Sellers** receive payment from customers during the period between **Execution** and **Closing** and the payment is related to the provision of the trading or brokerage services of used motor vehicles of the **Existing Businesses** after the **Base Date**, the **Sellers** shall transfer such payment to the **Target Company**, or urge the customers to pay to the **Target Company** directly.

7 CLOSING

7.1 Time of Closing

In the case of satisfaction (or waiver in accordance with Article 5.2.1) of the **Conditions Precedent**, the **Closing** shall take place on the fifth (5th) working day from the day on which the last **Condition Precedent** is satisfied or waived, or on the other date as otherwise agreed by the **Sellers** and the **Buyer** in writing.

7.2 Obligations of Closing

7.2.1 Upon **Closing**, the **Sellers** and **Shareholders** shall submit or ensure other parties submit to the **Buyer** the following documents or certificates and guarantee the authenticity and validity thereof:

- (a) the notice issued by the Industry and Commerce Authority that approves the change in equity;
- (b) the capital contribution certificate supporting the **Sellers'** ownership to the **Target Equity**;
- (c) the capital contribution certificate supporting the purchase of the **Target Equity** by the **Buyer**;
- (d) the register of members of the **Target Company** affixed with the official seal of the **Target Company** dated the **Closing Date**, reflecting the **Buyer's** ownership of the **Target Equity**;
- (e) the supporting documents dated the **Closing Date** and signed by the **Sellers**, the form and content of which is satisfactory to the **Buyer** and which proves that each of the **Conditions Precedent** listed in Article 5.1 has been satisfied;
- (f) the accounts of the **Target Company**; and
- (g) the full set of seals of the **Target Company** (including official seal, contract seal, finance seal, legal representative seals (if any)) and other original registration documents and licenses.

7.2.2 On the **Closing Date**, the **Sellers** shall ensure that all assets (including motor vehicles) of the **Original Company** transferred to the **Target Company** are its own assets and are obtained using its own funds; if there are any asset obtained using funds from the third parties, the **Sellers** shall notify the **Buyer** prior to the **Closing Date** and, with the consent of the **Buyer**, deal with it in one or more of the following ways:

- (a) such asset will be excluded from the assets of the **Original Company** that shall be transferred to the **Target Company**;
- (b) the **Sellers**, after repaying the borrowings or advances due to the third party with their own funds, transfer the corresponding asset to the **Target Company**; or
- (c) after the **Buyer** has agreed and signed the corresponding written agreement, the **Buyer** purchases the asset and the relevant consideration will be used to repay the borrowings or advances due to the third party.

7.2.3 In the event that the **Sellers** fail to disclose to the **Buyer** truthfully that, among the assets transferred or to be transferred into the **Target Company**, there is any asset obtained using funds from any third party, the **Buyer**, once has knowledge of such fact, or claim against the **Target Company** or the assets of the **Target Company** through any third party, the **Buyer** may deem that the **Sellers** have constituted a major breach of this agreement and has the right to implement the relevant provisions under this agreement concerning false undertaking, default, indemnification and termination.

7.3 **Default of Closing obligations**

7.3.1 In the event that the **Sellers** breach any of their obligations relating to **Closing** as set out in Article 7.2, the **Buyer** (without prejudice to other remedies it may have, including the right to claim indemnification) has the right to, upon giving notice on or after the **Closing Date**:

- (a) terminate the **Agreement** (excluding the provisions under Articles 1, 13 and 14.3 to 14.14), in which case the Parties shall immediately take all necessary measures to cancel any action already taken under Article 7.2;
- (b) proceed with the **Closing** as far as practical, depending on the circumstances of breach; or
- (c) determine a new **Closing Date**, in which case the provisions under Articles 7.2 and 7.3 shall apply to the deferred closing.

8 **OBLIGATIONS AFTER CLOSING**

8.1 **Operation and management of the Target Company**

- 8.1.1 After the **Buyer** has collectively formulated the financial system, internal organizational structure, business process and other standardized rules and regulations of the **Target Company**, the same shall be implemented through resolutions passed with a two-thirds majority at the first Board of Directors of the **Target Company**; if any modification or supplement is necessary to be made to the aforesaid financial system based on the specific conditions of the **Target Company**, such modification or supplement shall also be implemented through resolutions passed with a two-thirds majority of the Board of Directors.
- 8.1.2 The **Target Company** shall replace its original management system with the **SaaS System** provided by the **Buyer** to manage the **Target Company**'s financial and business operations; the **Buyer** is to provide the **Target Company** with the **SaaS System** as well as corresponding technical support to the **Target Company**.
- 8.1.3 After the **Closing**, the Board of Directors (the "**Board of Directors**") of the **Target Company** shall consist of three (3) directors ("**Directors**"), of which, one (1) shall be nominated by the **Sellers** ("**Director of Sellers**"), and two (2) shall be nominated by the **Buyer** ("**Directors of Buyer**"); the **Chairman** shall be assumed by the **Director** nominated by the **Buyer**; both the **Buyer** and the **Sellers** shall vote at the **Target Company**'s general meeting in order to approve the appointment of the directors nominated in accordance with the above principles; each **Director** has a term of three (3) years and is eligible to be re-elected by reappointment by the original nominating shareholders.
- 8.1.4 The meetings of the **Board of Directors** shall be convened and presided over by the **Chairman**; the resolutions of the Board shall be voted by using a system of one person, one vote. Any valid resolution shall be passed only when all directors are present and two-thirds of the directors vote for it; the Board may also convene the meetings by way of telephone conferences or e-mail communications and execute the resolutions of meetings of the **Board of Directors** by post.
- 8.1.5 The **Board of Directors** has the power to determine major or regulatory matters with regard to the operation and management of the **Target Company**, including but not limited to the following:
- (a) to approve the appointment or promotion of the General Manager, finance leader, sales leader, procurement leader, and branch manager of the **Target Company**;
 - (b) to approve the borrowing of any external debt by the **Target Company**;
 - (c) to adopt the financial system, internal organization structure, business process, personnel remuneration system and other standardized rules and regulations formulated by the **Buyer** and provided to the **Target Company**, and to make appropriate modifications or supplements to the above-mentioned rules and regulations based the actual conditions of the **Target Company**;

- (d) to develop a process for the procurement of used cars by the **Target Company**, including the pricing scope;
- (e) to develop a process for the sale of used cars by the **Target Company**, including the pricing scope;
- (f) to approve the purchase or sale of other assets other than used cars by the **Target Company**;
- (g) to approve the identification and use of the **Target Company**'s trade name and trademark;
- (h) to approve release of advertisements by the **Target Company**;
- (i) to approve the remuneration, benefits and rewards of employees of the **Target Company**;
- (j) to approve share of revenue, commissions, shares, bonuses, etc. offered by the **Target Company** for cooperation with external parties;
- (k) to approve the setup of branches including **New Stores** by the **Target Company**;
- (l) to approve the acquisition of other used car stores, businesses or related legal entities by the **Target Company**;
- (m) to approve the **Target Company** to carry out businesses than other used car business;
- (n) to approve business transactions between the **Target Company** and shareholders, their relatives, nominees or other stakeholders;
- (o) to approve the reduction and expansion of store space, or change of address of the **Target Company**;
- (p) to conduct monthly or quarterly audits on the business results of the **General Manager** and the **Target Company**'s management and to pass regulations regarding the treatment;
- (q) to decide on the way of storage and use procedures of all seals of the **Target Company**;
- (r) to deal with other material matters that have been determined at the Board Meeting or the general meeting.

8.1.6 The role of legal representative of the **Target Company** shall be performed by the General Manager.

8.1.7 The General Manager of the **Target Company** shall be appointed by the **Board of Directors** in accordance with the following provisions:

- (a) the General Manager (the “**General Manager**”) of the **Target Company** is assumed by the **Sellers** or the person appointed by them, and enters into a labour contract in standard form with the **Buyer** or with the **Target Company** according to the direction of the **Buyer**;
- (b) the **General Manager** is responsible to the **Board of Directors**, takes charge of the normal business activities of the **Target Company** and exercises its duties as stipulated in the articles of incorporation of the **Target Company**; in addition to the matters to be resolved by the **Board of Directors** as stipulated in Article 8.1.6 under the **Agreement**, the **Shareholders** of the **Target Company** shall not interfere with the **General Manager**’s daily management of the **Target Company**.

8.1.8 The provisions under the articles of incorporation of the **Target Company** shall be consistent with this Article 8.1; in case of any conflict, all shareholders of the **Target Company** shall agree to make corresponding amendments to it.

8.2 **Continuous services**

The **Sellers** undertake that they will devote their time and efforts to the business development of the **Target Company** beyond their duties, and will not hold any position in any other company or organization simultaneously without the approval of the Board of Directors, and will not resign on a voluntary basis from the **Target Company** in the period of five (5) years after the **Listing** commencing from the **Closing Date**.

8.3 **Cancellation of the Original Company**

The **Sellers** undertake that the **Original Company** under its control shall begin the formal liquidation procedures within thirty days from the day on which the establishment of the **Target Company** is completed.

8.4 **Shares and equities**

8.4.1 Without the written consent of the **Buyer**, the **Sellers** shall not transfer the equity interests in the **Target Company** they hold to any third party, nor shall it pledge, guarantee the equity interest or otherwise imposing any restriction on the same.

8.4.2 The **Buyer** undertakes that it will not pledge, guarantee the equity interests in the **Target Company** it holds or otherwise imposing any restriction on the same.

8.5 **Use of the trade name and Intellectual Property Rights**

Subsequent to the **Closing Date**, the **Target Company** will use the wording “Renren Auto Group + [original brand]” as the trade name, and its ownership and trademark registration rights is belong to the **Target Company**. Commencing from the **Closing Date**, the **Sellers** shall, and in accordance with the explicit authorization of the **Target Company**, ensure that it and any of its **Related Parties** do not use any **Intellectual Property Right**, trade name, domain name, registered or unregistered trademarks, logo of the **Target Company**, or use in any way the name of the **Target Company**, any abbreviation of the name of the **Target Company**, or any name or phrase similar to the name of the **Target Company**.

8.6 Registration and transfer of Intellectual Property Rights

- 8.6.1 From the **Closing Date** until the cancellation of the **Original Company**, the **Sellers** and its **Original Company** shall take further measures and sign all necessary documents at the request of the **Buyer**, so that the **Target Company** can legally obtain all the **Intellectual Property Rights** listed in Appendix VII (List of **Intellectual Property Rights**). Legal ownership, and assist the **Target Company** in registering the ownership of **Intellectual Property Rights** with the competent registration authority of copyright, patent, trademark, domain name, design or other **Intellectual Property Rights** (the cost shall be borne by the **Sellers**).
- 8.6.2 From the **Closing Date**, the **Sellers** shall exercise their rights in relation to **Intellectual Property Rights** only in accordance with the **Buyer's** requirements until the **Target Company** acquires full legal ownership of the **Intellectual Property Rights**.
- 8.6.3 The **Sellers** and the **Shareholders** agree that the company name and trade name associated with the [original brand] are an integral part of the transferred business and shall be vested in the **Target Company**. The **Sellers** and the **Original Company** shall assist the **Target Company** in applying for registration of any new trademarks, domain names or other **Intellectual Property Rights** related to the [original brand], including providing the necessary consent or letter of abstention.
- 8.6.4 If all of the **Target Company's** equity interests held by the **Sellers** are transferred, or any **Seller** completely withdraws from the **Target Company** or resigns from the **Target Company**, the **Buyer** and the **Target Company** agree to assist in transferring the trademark, domain name or other **Intellectual Property Rights** related to the [original brand] to the **Sellers** or its Related Parties.

9 UNDERTAKINGS

9.1 Undertakings of the Sellers

- 9.1.1 The **Sellers** represent and undertake to the **Buyer** that the statements listed in Appendix VIII (*Undertakings of the Sellers*) are true and accurate at the time of signing.
- 9.1.2 The **Sellers** represent and undertake to the **Buyer** and the statements listed in Appendix VIII (*Undertakings of the Sellers*) remain true and accurate on the **Closing Date**, as if each of the statements is completely restated on the **Closing Date**.

- 9.1.3 The **Sellers** represent and undertake to the **Buyer** that the following interested parties do not have any relationship with the **Sellers'** capital contribution to the **Target Company** and the transferred business and assets, or have terminated such relationship:
- (a) the owners of the **Original Company** (including but not limited to the creditors of the **Original Company**, product/service providers, etc.);
 - (b) the owner of the **Sellers** (including but not limited to the person who appointed a nominee for the equity, creditors, etc.);

In the event that any third party claims any rights against the **Target Company**, or against the shareholders or assets of the **Target Company**, the **Sellers** shall assume all responsibilities; and indemnify for any loss suffered by the **Target Company**.

- 9.1.4 The **Sellers** represent and undertake to the **Buyer** that the contribution of the **Sellers** to the **Target Company** is actual capital contribution made by it, and that there is no nominee arrangement, neither there is any risks involving any third party claiming any rights or disputes over any equity or property of the **Target Company**.

9.2 Undertakings of the Buyer

- 9.2.1 The **Buyer** undertakes to the **Sellers** that all the statements listed in Appendix IX (*Undertakings of the Buyer*) are true and accurate at the time of **Signing**.
- 9.2.2 The **Buyer** further represents and undertakes to the **Sellers** that the statements listed in Appendix IX (*Undertakings of the Buyer*) remain true and accurate on the **Closing Date**, as if each of the statements is completely restated on the **Closing Date**.

9.3 Liability for breach

- 9.3.1 Without prejudice to the provisions of Articles 5.2.3 and 7.3.1(a), if any of the **Sellers** is in breach of the **Agreement**, the **Buyer** has the right to terminate or cancel the **Agreement**. If the **Buyer** decides not to terminate or cancel the **Agreement** and the **Closing** is completed, the **Buyer** has the right to be indemnified against any loss suffered after the **Closing Date** as a result of any breach on the part of the **Sellers**.
- 9.3.2 If, during the term of the **Agreement** and without the prior consent of the **Buyer**, the **Sellers** enter into any agreement in relation to equity, investment, mergers and acquisitions, pledges and other agreements, which involve major changes in the equity and business of the company, the **Buyer** has the right to request the **Sellers** to make compensation of not less than RMB TEN MILLION (RMB10,000,000) (such amount inclusive), and has the right to unilaterally terminate the **Agreement**, without the need to return the profits generated from the operation of the **Target Company** to the original **Sellers**.

9.3.3 If the **Buyer** is in breach of the **Agreement**, the **Sellers**, as their sole and exclusive remedy, are entitled to be indemnified against any **Loss** suffered by the **Sellers**.

10 INDEMNIFICATION

10.1 General provisions

Since from completion of **Closing**, the **Sellers** shall be liable unconditionally and jointly to indemnify the **Buyer** or its **Related Parties** for any **Loss** due to the following reasons:

- a. the **Sellers** or the **Original Company** is in breach of the representations or undertakings as set out in Appendix VIII (Undertakings of the Sellers);
- b. any **Seller** is in breach of its undertakings or obligations under the **Agreement**;
- c. the **Target Company** is in breach of its undertakings or obligations under the **Agreement** prior to the **Closing**.

10.2 Legal fees

For the avoidance of doubt, the **Loss** referred to in Article 10.1 shall include any legal costs incurred by the **Buyer** or its **Related Parties** in response to a claim by a **Third Party** in relation to the circumstances mentioned in Article 10.1. The **Sellers** shall pay such legal fees to the **Buyer** and/or the **Buyer's Related Parties** after the **Buyer's** request for indemnification, or pay such legal fees directly to the persons such as the lawyer engaged by the **Buyer** and/or the **Buyer's Related Parties**.

10.3 Collaboration

The **Sellers** and the **Shareholders** shall cooperate with the **Buyer** in accordance with the **Buyer's** request to deal with matters relating to any claim made by any **Third Party** as mentioned in Article 10.1.

In the event of a breach of the **Agreement** by the **Sellers** or the **Shareholders**, the **Buyer** shall ensure that reasonable measures are taken to avoid or mitigate the **Loss**.

11 SHARE OF TRANSACTION FEES AND TAXES

11.1 Share of costs for the establishment of the Target Company

The costs incurred by the **Sellers** in setting up the **Target Company** and transferring the assets and business from the **Original Company** to the **Target Company** shall be borne by the **Target Company**. If the **Target Company** fails to be established successfully or the cooperation under the **Agreement** fails to be completed, any resultant cost shall be borne by the **Sellers**.

11.2 **Share of costs for due diligence**

- 11.2.1 The costs incurred by the **Buyer** in conducting due diligence on the **Target Company** and its used car business and related assets shall be borne by the **Sellers**, which shall be paid in advance by the **Buyer** and returned by the **Sellers** to the **Buyer** after listing.
- 11.2.2 If the **Target Company** fails to establish a success or the cooperation under the **Agreement** fails to be completed, the cost shall be borne equally by both parties.

11.3 **Share of taxes**

- 11.3.1 Both the **Buyer** and the **Sellers** shall bear and pay their respective taxes and fees for the transaction in accordance with relevant laws and regulations.
- 11.3.2 The **Sellers** shall bear all taxes and fees related to all events, accruals, or receipts of the **Target Company**'s obtained, accrued, or received by the **Target Company** before the **Closing Date** prior to the **Closing Date**, unless the tax is paid. A sufficient amount of reserves, provisions for taxes or reserves have been made in the accounts of the **Target Company**.
- 11.3.3 Seventy percent (70%) of the total turnover tax generated by the **Target Company** prior to the listing of the company shall be borne by the **Sellers**, which shall be paid in advance by the **Buyer** and be returned to the **Buyer** by the **Sellers** after **Listing**.

11.4 **Return of advances**

- 11.4.1 If the **Buyer** advances any fees or taxes on behalf of the **Sellers** in accordance with the relevant provisions of Article 11 of the **Agreement**, the **Sellers** shall return the full amount to the **Buyer** after **Listing**.
- 11.4.2 The **Sellers** may return the fees or taxes to the **Buyer** by way of cash or shares.
- 11.4.3 If the **Sellers** elect to pay the **Buyer** a fee or tax by way of cash, the full amount of cash shall be paid into the **Buyer**'s designated account within thirty (30) days after the date of its listing.
- 11.4.4 If the **Sellers** elects to return the fees or taxes to the **Buyer** by way of shares, the **Buyer** shall calculate the number of shares that the **Sellers** shall return to the **Buyer** based on the share price at the time of **Listing**. The **Buyer** shall inform the **Sellers** and the **Buyer** shall fully deduct from the number of shares due to the **Sellers** at the second time that it issues shares to the **Seller**.

12 NON-COMPETITION

12.1 Non-competition obligations

From the effective date of the Agreement, until the date when the **Sellers** no longer hold any equity in the **Target Company**, do not hold position with the **Target Company** and do not constitute a related party of the **Listing Entity**, no **Seller** shall, without the prior written consent of the **Buyer**, and must not allow their respective **Related Parties** to do the following:

- a. to induce or attempt to induce any customer or prospective customer of the **Target Company** to terminate its contract or business relationship with the **Target Company**; or
- b. to (i) induce or attempt to induce any **Restricted Employee** to terminate his/her employment relationship with the **Buyer** or its **Related Parties** (including the **Target Company**); (ii) induce others to hire any **Restricted Employee**; or (iii) employ and engage any **Restricted Employee** as the manager, employee, consultant, independent contractor, or any other position, whether or not such **Restricted Employee** has violated his labour contract or service contract.
- c. to directly or indirectly engage in any business identical to, similar to or competing with the **Target Company's** business;
- d. to directly or indirectly have any interest in any entity that competes with the **Target Company** or engages in other activities that are detrimental to the interests of the **Target Company**.
- e. for existing competing business activities, the **Sellers** or the actual controller of the **Original Company** shall agree with the **Buyer** to develop a decision plan and rectify it as soon as possible to the satisfaction of the **Buyer**.
- f. the **Sellers** shall devote all efforts and time for the development and operation of the businesses of the **Target Company** and shall not engage in any other business, whether or not such business is competing with the businesses of the **Target Company**.

12.2 Liability to indemnify

- 12.2.1 If the **Sellers** or its **Related Parties** violate any of the obligations stipulated in Article 12.1 under the **Agreement**, the **Sellers** shall, based on common and joint liability, make the following indemnification to the **Buyer**: (i) firstly, make one-off indemnification in the amount of RMB TWO HUNDRED AND FIFTY THOUSAND (RMB250,000) to the **Buyer**, (ii) during the period when the situations of breach of the agreed obligations under Article 12.1 under the **Agreement** on the part of the **Sellers** or its **Related Parties**, make indemnification to the **Buyer** in the amount of RMB FIFTY THOUSAND (50,000) for each additional day lapsed.
- 12.2.2 If the actual loss suffered by the **Buyer** as a result of the breach of the obligations under Article 12.1 of the **Agreement** on the part of the **Sellers** or their **Related Parties**, the **Sellers** and the **Shareholders** shall indemnify the **Buyer** for the actual losses suffered therefrom.
- 12.2.3 The exercise of any right to claim under this Article 12.2 by the **Buyer** does not affect the exercise of other rights or remedies (including the application for injunctions).

13 **CONFIDENTIALITY**

13.1 **Announcement**

Neither the **Buyer** nor the **Sellers** may make any announcement or notice regarding the **Agreement** or the matters covered by the **Agreement** without the prior written permission of the other **Party**. This provision does not affect the announcement or notice under the **Laws** or the rules of a stock exchange on which the shares of any **Party** or any of its **Related Parties** are listed, provided that the **Party** who is obliged to make such announcement or notice shall negotiate with the other **Party** before performing such obligation where possible.

13.2 **Obligation of confidentiality**

13.2.1 Each of the parties to the **Agreement** shall treat any information received or obtained under the **Agreement** or by reason of the signing of the **Agreement** (or other agreements entered into hereunder) or in connection with the following as being strictly confidential and may not be disclosed or used:

- a. the terms of the **Agreement** and other agreements entered into under the **Agreement**;
- b. negotiations and discussions related to the **Agreement** (or any such other agreement); or
- c. business activities conducted by one of any **Party** to the **Agreement** or by the party or any of its **Related Parties**.

13.2.2 Article 13.2.1 under the **Agreement** does not prohibit the disclosure or use of information in the following circumstances:

- a. disclosure or use in accordance with the law or the requirements of any stock exchange on which the shares of any **Party** are listed;
- b. disclosure or use as required to achieve the rights and interests of any **Party** to the **Agreement** under the **Agreement**;
- c. disclosure or use as required for any legal action or arbitration arising from the **Agreement** or other agreements entered into pursuant to the **Agreement** or disclosure to the **Tax Authority** in respect of the taxation matters of the disclosing party;
- d. disclosure to a professional adviser of any **Party** to the **Agreement**, provided that the professional adviser undertakes to comply with the provisions of Article 13.2.1 on such information as if it were a party to the **Agreement**;
- e. information already known to the public (except for disclosures made in violation of the **Agreement**);

- f. the other party has previously agreed in writing to disclose or use; or
- g. information independently developed after **Closing**.

Prior to the disclosure or use of any information under Articles 13.2.2(a), 13.2.2(b) or 13.2.2(c) of the **Agreement**, the relevant **Party** to the **Agreement** shall promptly notify the other party the requirements for disclosure or use, so that the other party has the opportunity to refute or discuss the timing and content of such disclosure or use.

14 MISCELLANEOUS

14.1 Obligations of collaboration

Each **Party** shall from time to time and in accordance with the reasonable requests of the other **Party**, execute necessary relevant documents and take necessary actions in order to complete the transfer of the **Target Equity** to the **Buyer** and realize all the interests of the **Parties** under the **Agreement**.

14.2 Entire Agreement

The **Agreement** constitutes the entire agreement between the **Parties** regarding the matters covered by the **Agreement** and supersedes any previous, agreement, whether oral or written, between the **Parties** regarding the matters covered by the **Agreement**.

14.3 No transfer

Without the prior written consent of the **Buyer**, the **Sellers** may not transfer or otherwise transfer any of their rights and obligations under the **Agreement**, whether in whole or in part.

14.4 Waiver

Any waiver of any provision of the **Agreement** shall be made in writing and shall not be valid until the signing of the **Party** entitled to waive the right.

14.5 Entry into force, modification, cancellation and termination

14.5.1 The **Agreement** shall become effective at the time of signing and shall have effect upon all parties.

14.5.2 Any amendment to the **Agreement** shall be made in writing and shall only be valid after signing by all parties.

14.5.3 If, due to the reason of the **Buyer**, the **Listing Entity** fails to complete the IPO within three (3) years after the **Closing** is completed, either party has the right to propose to terminate the **Agreement**.

If the **Agreement** is terminated, the **Target Company** shall be liquidated. The **Buyer** and the **Sellers** shall distribute the assets of the **Target Company** according to the proportion of their respective actual capital contributions. If the **Buyer** provides financial support to the **Target Company** at a price significantly lower than the market price during the process of controlling the **Target Company**, the preferential amount shall be paid to the **Buyer** when the two parties terminate relationship in respect of the cooperation and the equity.

14.5.4 In the event of any of the following circumstances, the Buyer has the right to terminate the Agreement, in which case the Target Company shall be liquidated. The Buyer and Sellers or their respective heirs and legal representatives shall distribute the assets of the Target Company according to the proportion of their respective actual capital contributions:

- a. death or incapacity of the **Sellers**;
- b. due to third-party reasons or force majeure, the **Listing Entity** fails to complete the initial public offering within three (3) years after the **Closing** is completed;
- c. other reasons as agreed by both parties.

14.5.5 If the **Sellers** encounter the following circumstances, the **Buyer** has the right to terminate the **Agreement**, in which case the **Target Company** shall be liquidated. The **Buyer** and the **Sellers** shall distribute the assets of the **Target Company** according to their respective actual capital contributions; but the share of assets the **Sellers** are entitled to shall be first used to indemnify the **Buyer** against the loss:

- d. there is any significant personal integrity issue with the management of the **Sellers** or the **Target Company**;
- e. the Board of Directors of the **Target Company** determines that the performance of the **Target Company** is severely not meeting expectations;
- f. the **Sellers** change the Target Equity due to the pledge, marriage, or inheritance of such equity;
- g. the **Sellers** are found to be criminally liable by the public security organ, the procuratorate or the court;
- h. the **Sellers** substantially violate the obligations under the **Agreement**.

14.6 **Third-party rights**

Except as otherwise expressly provided in the **Agreement**, the **Agreement** does not confer any rights on any **Third Party**.

14.7 Notice

14.7.1 Any notice related to the **Agreement** shall :

- a. made in writing (including in the form of e-mail);
- b. written in Chinese; and
- c. sent by hand, fax, registered mail or courier.

14.7.2 Notices to the **Buyer** shall be sent to the **Buyer** at the following address, or to any other person or address notified to the **Sellers** and the **Shareholders** from time to time by the **Buyer**:

[Buyer]

[]

E-mail: [];

14.7.3 Notices to the **Sellers** shall be sent to the **Sellers'** representative at the following address, or to any other person or address notified by the **Sellers' Representatives** from time to time:

E-mail: [●]

14.7.4 Notifications under the **Agreement** shall become effective immediately upon receipt and shall be deemed to have been served in the following circumstances:

- (a) it will be deemed as served at the time of delivery if sent by hand, registered mail or courier;
- (b) It will be deemed as served after it has been clearly transmitted if sent by facsimile.

14.8 Invalidity

If, pursuant to any **Law**, all or part of the content of the **Agreement** is deemed to be illegal, invalid or unenforceable:

- a. the provision or such related parts will be deemed not to constitute the content of the **Agreement**, and the legality, validity or enforceability of other content of the **Agreement** will not be affected;
- b. the **Sellers** and the **Buyer** shall use their reasonable efforts to agree on a legally valid and enforceable alternative clause, and the content of the alternative clause shall be as close as possible to the original intention of the illegal, invalid or unenforceable clause.

14.9 Resolution of disputes

14.9.1 The **Buyer** and the **Sellers** shall endeavor to resolve any dispute ("**Dispute**") arising out of or relating to the **Agreement** through negotiation and in good faith as soon as possible.

14.9.2 If a **Dispute** cannot be resolved through negotiation, the dispute shall be submitted to the Beijing-based China International Economic and Trade Arbitration Commission (the “**Arbitration Commission**”) and settled in arbitration in Beijing in accordance with the then effective arbitration rules. The arbitral award shall be final and binding on each of the **Parties**. The language of arbitration is to be Chinese, and the supporting documents are to be submitted in Chinese.

14.9.3 The arbitration shall be conducted by three (3) arbitrators. The **Buyer** shall appoint one arbitrator, the **Sellers** shall appoint one arbitrator, and the third arbitrator shall be jointly appointed by a named arbitrator appointed by both parties. If the arbitrator appointed by both **Parties** cannot agree on the candidate for the third arbitrator, the third arbitrator is to be appointed by the chairman of the arbitration commission.

14.10 **Applicable Laws**

The **Agreement** and all documents executed under the **Agreement** shall be governed by and construed in accordance with the **Laws of China**.

14.11 **Language**

The **Agreement** has been drafted in Chinese.

Agreed and signed on [●]:

Buyer

Authorised Representative

Sellers

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Appendix I: Definitions

“**Accounting Standards for Enterprises**” means the latest version of Accounting Standards for Enterprises promulgated and revised by the Ministry of Finance of the People’s Republic of China;

“**Related Party(ies)**” means the other **Entities** that, for the purposes of any **Entity**, in control of, is controlled by **the Entity**, or under common control with it by others. For the purposes of this definition, “control” on any **Entity** means owning the rights of, directly or indirectly, and actually determining the entity’s business decisions, whether through shareholding or schemes of arrangement or otherwise. The “**Agreement**” means this equity purchase agreement and all its Appendixes;

“**Working Day**” means any date which is not a Saturday, Sunday or legal holiday in **PRC**;

“**Closing**” means the completion of the **Transaction** under the **Agreement**;

“**Closing Date**” means the date on which the **Closing** takes place;

“**Performance Inclusion Date**” means the first day of the next month of the date when the first income of the **Target Company** is included in the **Buyer**’s account.

“**Net profits**” means the net profits arising from the **Target Company**’s business in the **Target Company** or the **Buyer** and its designated companies, of which the amount is based on the management report of the **Target Company** issued by the **Buyer**

“**Base Period of Business Results**” shall be twelve (12) months prior to the listing if the **Target Company** is being for twelve (12) months from its **Performance Inclusion Date** to the date of listing; and shall be twelve (12) months following its **Performance Inclusion Date** if the **Target Company** is being less than twelve (12) months from its **Performance Inclusion Date** to the date of listing.

“**Conditions Precedent**” means the conditions set forth in Clause 5.1; and **the “Condition Precedent”** means any one of the **Conditions Precedent** or a certain **Condition Precedent** (as the context requires);

“**Employee(s)**” means the key employees and other employees set forth in Appendix II;

“**Encumbrance(s)**” means claims, guarantees, pledges, mortgages, liens, options, power of sales, usufructs, retentions of title, rights of pre-emption, rights of first refusal or any other types of third party right or security interests or agreements to create any of the foregoing;

“**Government Department(s)**” means legislative, judicial and administrative authorities and departments of the central government, provincial, municipal or other governments and their branches in the **PRC**;

“**Guarantee(s)**” means the guarantee or warranty provided by the **Entity** of one party for the obligations of other **Entity** (actual or potential) through the way of guarantees, undertaking indemnity, securities, comfort letters or other guarantees, securities, rights of set-off, undertaking joint liabilities or commitments, whether directly or through counter-indemnity or otherwise;

“**Intellectual Property Rights**” means the rights to register, apply for, and apply for registration of trademarks, trade names, domain names, patents, copyrights and all other similar rights and the rights to register, apply for, and apply for registration of such rights;

“**Law(s)**” means all applicable regulations, laws, administrative regulations, ordinances, decrees, judgments, rules, or orders of **Government Department**, including, for the avoidance of doubt, **Laws** in relation to **Taxes**;

“**Liability(ies)**” means all types of all liabilities, duties and obligations, whether they are derived from contractual, **Laws** or other requirements, or existing or future, actual or potential, identified or unidentified, or controversial or non-controversial liabilities, and whether or not they are separate or joint liabilities, or arising based on principal or secured debt; while a “**Liability**” means any one of the liabilities or a certain liability thereof (as the context requires);

“**Loss**” includes all damages, losses, **Liabilities**, costs (including reasonable lawyer fees and expert and consultant fees), charges and fees;

“**Major Adverse Effect(s)**” means any event or situation that shall or may affect the **Target Company**’s legal existence, operation management, business license, product registration, business operation, financial position, business reputation or other material aspects (including but not limited to any proceedings, arbitral procedures, tax verification, tax penalties, or any investigation or penalty procedure conducted by other Government Department against the company that may have a material adverse effect on the **Target Company**);

“**Party(ies)**” means the combination of the **Buyer** and the **Sellers**; the “**Party**” means any party of such parties or a certain party thereof (as the context requires);

“**Entity(ies)**” means any individual, company, enterprise, individual entrepreneurs, unincorporated associate, partnership, association, trust or other forms of entity or organization;

“**PRC**” means the People’s Republic of China (for the purposes of the **Agreement**, excluding Hong Kong and the Macau Special Administrative Regions of the PRC and Taiwan);

“**Industry and Commerce Authority**” means the State Administration for Industry and Commerce of the **PRC** or its subsidiaries;

“**Existing Businesses**” means all the business activities of the **Target Company** at the **Execution Date**, including the purchase and sales of old motor vehicles, as well as the related consulting and brokerage services.

“**New Store(s)**” means the business that the **Target Company** establishes or obtains following the **Closing Date**, with independent entrance, addresses, business systems, lease contracts, and business personnel.

“**SaaS System for Used Cars**” means the software provided by the **Buyer** to the **Sellers** for the management of used car transactions.

“**Restricted Employee(s)**” means any **Employee** hired by the **Buyer** or its **Related Parties** upon or after the **Closing**, and the **Employee**:

- a. accesses to the trade secrets or other confidential information of the **Target Companies**; or
- b. participates in discussions related to the **Transaction**; or
- c. is a **key Employee**;

“**Undertakings of the Sellers**” means the undertakings given by the **Sellers** to the **Buyer** pursuant to Clause 10.1 and Appendix VIII (*Undertakings of the Sellers*), and the “**Undertaking of the Sellers**” means any one of such **Undertakings of the Sellers** or a certain **Undertaking of the Sellers** (as the context requires);

“**Original Company**” means **[]** and its related parties;

“**Execution Date**” means the date on which the last **Party** executed the **Agreement**;

“**Taxes**” means all kinds of taxes collected and received by the **Tax Authority** from any **Entity** in compliance with applicable **Laws** (including value added tax, consumption tax, business tax, income tax, stamp duty, and other collected taxes or charges), which include all penalties, charges, costs and interest related thereto.;

“**Tax Authority**” means the authority or other **Government Departments** responsible for the collection of **Taxes** or for the management and/or the collection of **Taxes** or the implementation of **Taxes** related thereto as the **Laws** and regulations require;

“**Transaction**” means the **Buyer's** acquisition of the **Target Company** and any subsidiary arrangements related thereto;

“**Transfer of Intellectual Property Rights**” is defined in Clause 7.2 of Appendix VIII (*Undertakings of the Sellers*);

Appendix II: List of Employees

- (i) List of key employees
- (ii) List of other employees

Appendix IV: List of Lease Contracts

Address	Lease term	Lessor	Area (square meters)	Annual rental
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Appendix VI: List of Assets

Asset types	Brand	Quantity
Computer		
Server		
Printer		
Photocopier		
Air conditioner		
Television		
Office furniture		
Office software		
Car washer		
Servicing equipment		
Others		

Appendix VII: List of Intellectual Property Rights

Type	Brief Description	Whether registration has been obtained
Copyright		
Patent		
Trademark		
Trade name		
Domain name		
Design		
Others		

Appendix VIII: Undertakings of the Sellers

1 **Provision of information and authenticity**

All information provided by the **Sellers** to the **Buyer** related to making an investment decision, is true, accurate, complete in all material respects and not misleading.

2 **Civil capacity and authority**

2.1 Each **Seller** is a natural person with civil capacity in accordance with the **PRC Law**.

2.2 The **Sellers** have full authority to enter into and perform the **Agreement**, and any other documents proposed pursuant, or related to the **Agreement**, which executed by the **Sellers**. The above agreements and documents will constitute a binding obligation to the **Sellers** in accordance with their respective terms upon the execution thereof.

3 **Information about company**

3.1 **Target Company**

- a. The **Target Company** is a legal person duly established, validly existing and duly operating in accordance with the PRC law;
- b. The copy of articles of association of the **Target Company** provided by the **Sellers** to the **Buyer** is the newest and is true and accurate.
- c. The original and copy of the business license of the **Target Company** provided by the **Sellers** to the **Buyer** is the latest and true;
- d. All registrations, filings, publicities and other procedures submitted or processed by the **Target Company** to the administrative department for industry and commerce have been submitted or processed on time as the laws require.

3.2 Target Equity

- (a) The **Sellers** are the statutory and equity owners of the **Target Equity** stipulated in Clause 2.1 of the **Agreement**.
- (b) The **Target Equity** has been legally and effectively subscribed for and paid in full. There is no any situation or risk that **Entity** who has or claims to any rights (including capital conversion, issuance, registration, sale or transfer, repurchase and corresponding security interests) to the registered capital of the **Target Company** in accordance with any options, agreements or other arrangements (including conversion rights and priorities).
- (c) No **Encumbrance** has been created on any part of the **Target Equity**.
- (d) No any dispute or potential ownership dispute is involved in the **Target Equity**.

4 Accounts

- 4.1 All accounts have been prepared in accordance with the accounting principles and practices of **Accounting Standards for Enterprises**, based on which the **Accounts** accurately reflect the financial position, assets and liabilities, and profit and loss of the **Target Company** as of the **date of the accounts**.

5 Guarantees

There is no guarantee, pending indemnification or security interest which is still valid that was:

- e. made by the **Target Company**; or
- f. made in favour of the **Target Company**.

6 Assets owned or leased

6.1 Property

The **Target Company** does not own, nor does it have the right to purchase, any real estate or property;

6.2 Lease

- a. Appendix IV (*List of Lease Contracts*) sets forth all the real estate leased by the **Sellers** or the **Original Company** upon the execution ("**Leased Property**").
- b. No **Encumbrance** has been created on any **Leased Property**.

6.3 Ownership of Motor Vehicles

- a. Appendix III (*List of Motor Vehicles for Transfer of Ownership to be Confirmed*) sets out all motor vehicles ("**Motor Vehicles**") actually controlled by the **Sellers** or **Original Company** upon the execution.

b. No **Encumbrance** has been created on the **Motor Vehicles**.

6.4 Other assets

All assets used by the **Sellers** other than the **Leased Property** and assets for disposal or realisation in the normal course of business:

- a. are legally owned by the **Sellers** which being the equity owners thereof;
- b. are owned or controlled by the **Sellers**; and
- c. there are not any **Encumbrance**.

7 **Intellectual Property Rights**

7.1 The **Intellectual Property Rights** set out in Annex VII (*List of Intellectual Property Rights*) are the entire **Transfer of Intellectual Property Rights**.

7.2 **Transfer of Intellectual Property Rights** (or if the pending application, may owned after registration) and all other **Intellectual Property Rights** derived from **Transfer of Intellectual Property Rights** or related to **Transfer of Intellectual Property Rights** are owned solely and legally by the **Target Company**. No **Entity** shall own any ownership, joint ownership, exclusive licensing right and any other right over **Transfer of Intellectual Property Rights** and there is no risk that any **Entity** will obtain any of the aforesaid rights due to **Transfer of Business** to the **Target Company** or the **Transaction**.

8 **Contracts and other agreements**

All the business contracts valid on **Base Date** of **Sellers** are set out in Annex V (*List of Business Contracts*).

8.1 Equity joint ventures and other cooperation arrangements

The **Target Company** is not and has not agreed to be a member of any joint venture, group, partnership or other affiliated organisation (apart from the general accepted industry association where the **Target Company** has no other liability and obligation other than annual membership fee or membership fee payment).

8.2 Agreements with **Related Party**

- a. There is no contract where the **Target Company** served as a party and any of its **Related Parties** or **Shareholders** served as the other party.
- b. The **Target Company** has not signed any contract with any of its current or former employees, directors or managements, or the **Related Party** of any of the aforesaid persons or the third parties who have any direct or indirect interest.

8.3 Compliance with agreements

All of the contracts to which the **Target Company** is a party are valid and binding upon all the parties thereto, and the **Target Company** and any other party of such contracts have complied with the terms thereto. There is no written notice of termination or proposed termination of such contracts.

9 **Employees and Employee Benefits**

9.1 **Employees** and terms of employment

Annex II (*List of Employees*) (i) contains:

- (a) The names of all the **Employees** employed by the **Target Company** at the end of the **Working Day** before the **Execution Date**; and
- (b) The salaries, other benefits and consecutive employment terms of all the **Employees** employed by the **Target Company** at the end of the **Working Day** before the **Execution Date**.

9.2 Termination of employment

- a. The **Target Company** has not received any written notice of resignation from any **Key Employees**.
- b. With respect to actual or proposed termination of employment of an **Employee** or the **Target Company** or a former employee of the **Sellers**, the **Target Company** has not made or agreed to make any payment or provided any benefit to any **Employee** or former employee of the **Target Company** or any of the **Sellers**, or to the family members of any such **Employee** or former employee

9.3 Compliance with Labour Law

- a. Regarding all personnel of **Target Company**, the **Target Company** has complied with all the applicable **Laws** in relation to employment, employee benefit and labour issue, including but not limited to labour contracts signed with every employee. The term of the labour contracts signed between the **Target Company** and its employees are in compliance with requirements of **Laws**.
- b. There is no circumstance where the **Target Company** may be required to pay damages or indemnification, be fined, or be required to take remedial measures or be subject to any form of penalties in accordance with any relevant labour **Laws**. There are no existing, pending and potential claims of any form raised by any of the current or former employees of the **Target Company** or against the **Target Company**.
- c. The **Target Company** has withheld and paid all the social insurance funds, housing funds, payments, benefits and allowances in accordance with applicable **Laws** and labour contracts.

9.4 Labour disputes

The **Target Company** does not have any strike, labour conflict, labour dispute, or any dispute or negotiation in relation to demands or claim against the employees of the **Target Company** or labour union or other organisation on behalf of its employees.

9.5 Bonus and other arrangements in respect of profits

Save for performance-related bonuses, the **Target Company** does not have any equity incentive, share option, profits sharing, bonus or other incentive arrangements.

10 Abidance by Laws

10.1 Licences and Consents

The Target Company possesses all important licences, permissions, consents, authorizations, certificates and registrations for carrying out **the Existing Businesses**. All above are currently effective and have abided by the regulations of them in all important aspects. As far as **the Sellers** know, there is no reason to suspend or revoke any of them.

10.2 Compliance with Laws

- a. **The Target Company** has complied with all **Laws** when carrying out its **Existing Businesses**.
- b. There is no pending investigation, professional disciplinary procedures or inquiry against **the Target Company** or any **Entity** which may attribute its conduct or fault to **the Target Company** carried out by court, tribunal, arbitrator, government agency or regulator, or an order, adjudication, decision or judgment issued by court, tribunal, arbitrator, government agency or regulator.
- c. **The Target Company** has not received written notice issued by any court, tribunal, arbitrator, government agency or regulator involving the violation and/or the failure to abide by **Laws** by **the Target Company**, or the requirements for its act or omission.

11 **Lawsuit**

- 11.1 Whether as a plaintiff, defendant of other party, **the Target Company** is not involved in any claims, legal procedures, lawsuit, accusation, investigation, inquiry or arbitration (excluding as a plaintiff to recover the debts incurred in its normal business process).
- 11.2 To the knowledge of **the Sellers**, there are not any potential claims, legal proceedings, lawsuit, accusations, investigation, inquiry or arbitration against **the Target Company**.

12 **Used Motor Vehicle Transactions**

Regarding any used motor vehicles or services sold or provided by **the Target Company** or **the Seller**, **the Target Company** and **the Seller** have not received any single claim for an amount exceeding RMB100,000 within the 12-month period prior to the **Execution Date**.

13 **Taxes**

- 13.1 **The Target Company** has duly paid up all taxes when the related taxes are due and the related department requests payment. **The Target Company** does not and is not expected to be involved in any tax-related disputes.
- 13.2 The Tax Authority has not investigated or shown its intention to investigate the taxes matters of **the Target Company**.

14 **Events occurring since the Base Date**

14.1 The financial condition of **the Target Company** has not had **Major Adverse Effects** since the **Base Date**.

14.2 **The Existing Businesses** have been continuously in normal operation without any significant interruption or significant changes in their nature, scope or manner of operation since the **Base Date**.

14.3 **The Target Company** has not decided, executed or paid any profit or other allocations to **the Sellers** or other **Entities** since the **Base Date**.

15 **Information disclosure**

The following information is provided by **the Sellers** at a responsible manner, and **the Sellers** had not intentionally provided any false information or deliberately concealed any matters, the results of which would cause the disclosures be materially untrue or inaccurate;

a. All disclosures in accordance with **the Disclosure Letter**; and

b. All information offered to **the Buyer** and all answers to the questions put forward by **the Buyer** in its due diligence process.

16 **Existence**

16.1 **The Target Company** is legally incorporated and validly existing under **the Chinese Laws**.

16.2 **The Target Company** is not bankrupt or is unable to pay the debts payable that are due under the applicable **Laws**.

16.3 **The Target Company** does not have any reconciliation or restructuring arrangements with creditors, nor are there any liquidation, bankruptcy or other bankruptcy-related legal procedures against **the Target Company**. Furthermore, as far as **the Sellers** know, any events which may cause the occurrence of such legal procedures have never happened before.

16.4 No **Entity** has taken any measures to exercise security rights regarding assets of **the Target Company**, and further, no events which may cause the possible exercise of that security right have occurred.

17 **Authority, Power and Establishment**

Being validly existing, **the Buyer** is a company legally incorporated under the **Laws** of its location of registration.

2 **The Authority to Sign this Agreement**

- a. **The Buyer** has full power and authorization to enter into and perform the **Agreement** and any other documents signed by **the Buyer** under or in relation to the **Agreement**. The above agreement and documents, after being signed and obtained the approval of the **PRC's examining and approving authority** (if applicable), shall constitute effective obligations binding to **the Buyer** pursuant to their respective terms.
- b. **The Buyer** has obtained or will obtain all necessary company authorizations prior to **Closing**, authorizing it to fulfil the **Agreement** and any other documents signed by **the Buyer** under or in relation to the Agreement.

Appendix X: Certificates

- 1 **Business license of the Buyer**
- 2 **Copy of the ID card of the Seller**

Used Vehicle Purchase Contract

Contract No.: _____

This used vehicle purchase contract (this "Contract") was entered into between the following parties on this day of _____ at _____.

Seller:	Original vehicle owner	("Party A")
ID/License No.:	ID No.	
Address:	Actual correspondence address	
Telephone:	Actual telephone No.	
Buyer:	Jieying (捷盈) Executive	("Party B")
ID No.:		
Address:		
Telephone Number:		
Registrant:	JV staff	("Party C")
ID No.:	ID No.	
Address:	Actual correspondence address	
Telephone:	Actual telephone No.	
Service Provider:	Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽车销售有限公司)	("Party D")
License Number:	91310114MA1GTX4FXP	
Legal Representative:		
Registered Address:		

After arm's length negotiations, the Parties have entered into and intend to be bound by the following agreement on the sale and purchase of used vehicles:

1. Information on the Vehicle consistent with registration information

1.1 Basic information of the Subject Vehicle

1.1.1 Manufacturer Brand:

1.1.2 Model:

1.1.3 Color:

1.1.4 Engine displacement :

1.1.5 Key(s):

1.1.6 Vehicle identification number(VIN):

1.1.7 Driving mileage:

The Parties hereby confirm that the above mileage is recorded on _____, and the mileage noted when the vehicle is actually delivered to Party B may be different due to reasons such as Party B's test drive, relocation and completing related procedures.

1.1.8 Basic configuration:subject to the actual condition of the Subject Vehicle.

1.2 Information on registration, insurance and annual inspection of the Subject Vehicle

1.2.1 Registration Certificate No.:

1.2.2 Owner of the Vehicle as set forth in the Registration Certificate:

1.2.3 Date of initial registration:day ___ month ___ year

1.2.4 Vehicle inspection valid until: :day ___ month ___ year

2. Settlement and payment of the Subject Vehicle

2.1 The full purchase price ("Vehicle Purchase Price") of the Subject Vehicle is RMB ____ (RMB ____ Yuan). Party B shall pay to Party A the purchase deposit for the Subject Vehicle RMB ____ (RMB ____ Yuan) on the date of signing this Contract and the remainder of the Vehicle Purchase Price shall be paid to Party A within 1 working day after the date of completion of the transfer or registration of Subject Vehicle.

2.2 Party B shall pay the deposit and remainder of the Vehicle Purchase Price to the following account designated by Party A:

Account Name: _____;

Account Bank: _____;

Account No.: _____ °

3. Transfer and delivery of the Subject Vehicle

- 3.1 Party A shall deliver the Subject Vehicle to Party B after receiving payment in full of the Vehicle Purchase Price ("Vehicle Delivery"), and assist Party B with processing the transfer or registration of Subject Vehicle under Party C's name within 2 working days after receiving payment in full of the Vehicle Purchase Price in accordance of Party B's instruction. The transfer fee incurred by the transfer or registration shall be borne by Party ____.
- 3.2 Party A guarantees that the vehicle is free from accident damage, water damage, fire, and economic disputes, and the vehicle's registration information is accurate and legal and that the vehicle is capable of being transferred to Party C through normal procedures. If the vehicle is identified by the third party as an accident-damaged vehicle, water-damaged vehicle, and the vehicle cannot be transferred or registered through normal procedures by or before the agreed date (day__month__year), Party B has the right to return the vehicle to Party A; and Party A shall complete procedures for the return and refund of the vehicle as of the date when Party B determines that one of the following has occurred: (1) the vehicle was damaged in an accident (2) the vehicle has water damage (3) the vehicle cannot be transferred or registered through normal procedures, as well compensate Party B's expenses and losses incurred accordingly. If Party A is unable to complete the refund on the agreed date, Party A shall pay the default penalty of 0.2% of the total amount of the Vehicle Purchase Price to Party B for each day the refund payment is delayed following the agreed date.
- 3.3 If Party C has not yet registered the vehicle, Party B shall be responsible for all traffic accidents and traffic violations that occur after the date of Vehicle Delivery from day__month__year, while Party is responsible for all of the above before the date of Vehicle Delivery.
- 3.4 The user shall be responsible for problems arising from the use of vehicles during the process of transferring the vehicle after delivery takes place.
- 3.5 Party A shall hand over the vehicle's relevant documents and materials (including but not limited to registration certificate, driving permit, manual, 2 sets of keys and maintenance manual) to Party B within ____ working days after Party A completes the transfer.
- 3.6 Party C acknowledges that Party B is the owner of the Subject Vehicle and Party C entrusted by Party B to be registered as the owner of the Subject Vehicle under the Vehicle Entrusting and Holding Agreement.

4. Technical consultation services for used vehicles

- 4.1 Party D shall provide used vehicle related technical consulting services and used vehicle system business management services ("**Services**") to Party B:
- 4.2 Party B shall pay service fees to Party D for the above Services in full.

5. Undertaking and guarantee

- 5.1 Party A undertakes and guarantees that,
 - 5.1.1 it has the full ownership of the Subject Vehicle and the Subject Vehicle is free from accident damage, water damage, fire, and economic disputes, and its registration is accurate and legal.
 - 5.1.2 it will assist Party C with completing the transfer and/or registration procedures of the Subject Vehicle under the direction of Party B, and it will provide all the materials to Party B before proceeding with such procedures, and bear full responsibility for the authenticity, validity and legality of such materials.
- 5.2 Party C undertakes and guarantees that,
 - 5.2.1 it will provide the necessary materials or cooperate with Party B in handling other related matters as requested during the process of transferring and/or registering the Subject Vehicle.
 - 5.2.2 it will comply with the Vehicle Entrusting and Holding Agreement

6. Liabilities

- 6.1 Should Party A fail to provide the materials necessary for the transfer and/or registration of the Subject Vehicle under this Contract or be reluctant to cooperate with Party B in completing the relevant registration procedures, which results in a delay of the transfer and registration of the Subject Vehicle, for each day overdue, Party A shall pay liquidated damages to Party B based on 0.5% of the Purchase Price. If the transfer and registration is overdue for 15 consecutive days, Party B shall have the right to unilaterally terminate this contract.
- 6.2 Should Party A fail to provide the materials as required, which prevents completion of the transfer and/or registration procedures for the Subject Vehicle, Party B shall have the right to terminate this Contract, upon which Party A shall pay liquidated damages to Party B equal to the greater of (i) 10% of the Purchase Price and (ii) the actual losses suffered by Party B.

6.3 Should Party C fail to provide the relevant materials in a timely manner or be reluctant to cooperate with Party A in completing the relevant procedures, which results in delay and/or prevents the transfer and/or registration of the Subject Vehicle, Party C shall be liable for all losses caused to Party B.

6.4 Unless otherwise provided in this contract, should a party breach its obligations or guarantees under this contract, it shall be liable for the losses caused to the Party C as a result of such breach.

7. Dispute settlement

7.1 All disputes arising from this Contract shall be resolved by the relevant parties through friendly negotiation in the first instance.

7.2 If the relevant parties cannot resolve the dispute through friendly negotiation, the dispute shall be submitted for resolution by the People's Court where Party D is located.

8. Additional provisions

9. Miscellaneous

9.1 The parties hereby agree that, if the Subject Vehicle is a special vehicle e.g. an electric car or a supercar, further agreement shall be reached in Article 8 (Additional provisions).

9.2 This Contract is prepared in four counterparts and each party shall hold one counterpart, each of which has the same legal effect.

9.3 This Contract shall be effective upon the date of signing by the parties hereto. Any amendment or change hereto shall be made in writing by the parties hereto and signed by the same before such amendment or change become effective.

[The following pages are reserved for the signatures of the Parties to the Used Vehicle Purchase Contract.]

The Used Vehicle Purchase Contract was entered into between the following Parties on this day of _____:

Party A: Original vehicle owner

Signature of Seller/representative: _____

Date: _____

The Used Vehicle Purchase Contract was entered into between the following Parties on this day of _____:

Party B: Jieying (捷盈) Executive

Signature of Buyer/representative: _____

Date: _____

Party D: Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽车销售有限公司)

Signature of chief executive/representative: _____

Date: _____

The Used Vehicle Purchase Contract was entered into between the following Parties on this day of _____:

Party C **JV staff**

Signature: _____

Date: _____

Used Vehicle Agency Services Agreement

Contract Number: _____

Entrusting Party: (hereinafter collectively referred to as "Party A")

Party A I: Jieying Executive

Contact address:

Contact method:

Party A II: Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽車銷售有限公司) (hereinafter referred to as "Jieying")

Legal representative:

Contact address:

Contact method:

Trustee: JV Auto Dealer (hereinafter referred to as "Party B")

Legal representative:

Contact address:

Contact method:

Guarantor: Shareholder Individual of Auto Dealer (hereinafter referred to as "Party C")

ID number:

Contact address:

Contact method:

Party A, party B and party C shall be referred to as "One Party" respectively and "Parties" collectively.

According to the Contract Law of the People's Republic of China and other relevant laws and regulations, Party A, Party B and Party C shall, after amicable negotiation, reach agreements in respect of Party B's provision of vehicle purchasing and selling through agency and safekeeping services to Party A and related matters concerning the provision of joint undertaking by Party C.

I. Entrusted matters

Party A hereby entrusts Party B to undertake the following matters within the scope of Party A's authorization and according to the Agreement:

- (1) purchasing used vehicles in the market within Party B's services scope (hereinafter referred to as "**Purchased Vehicles**"), and assisting to complete the transfer ownership formalities of the vehicles;
- (2) selling vehicles, the disposal right of which is held by Party A (hereinafter referred to as "**Sold Vehicles**"), and assisting to complete the transfer ownership formalities of the vehicles;
- (3) custody and maintenance of Purchased Vehicles and Sold Vehicles.

II. Purchased Vehicles

1. Basic information of Purchased Vehicles

Party B shall, in accordance with the requirements of Party A on the brand, model, quality and price of Purchased Vehicles, look for suitable used sources in the market within its service scope, and then enter the vehicle information into the Jieying Used Vehicle SaaS System after the vehicle purchase.

2. Signing of Vehicle Purchase Contract

Party B shall cause the seller and Party A to sign the Used Vehicle Purchase Contract provided by Jieying, and to facilitate the signing of the Agreement.

3. Entrust purchasing price, payment method and guarantee

Party B shall negotiate with the seller on the actual transaction price of the Purchased Vehicles ("**Purchase Funds**") and make the best efforts to obtain the favorable price. The Purchase Funds of Purchased Vehicles shall be paid directly to the seller by Party A in accordance with the Used Vehicle Purchase Contract signed by the seller.

4. Transfer and Registration of Purchased Vehicles

Party B shall, within the term of the transfer period stipulated in the Used Vehicle Purchase Contract, transfer Purchased Vehicles to the individuals (employees of Party B) designated by Party A, and cause the employees to sign the Entrusted Owner Of Vehicles On Behalf Agreement (Annex I). Party B agrees and confirms that Party A has the complete ownership of Purchased Vehicles, the employees of Party B shall be the owners of the vehicles in name only, and Party B and its employees have no right to claim any rights to the vehicles or in any form of use or disposal of vehicles.

5. Custody of data of Purchased Vehicles

Party A shall, upon receipt of all documents and data formalities of the Purchased Vehicle from the sellers, transmit it to Party B's custody.

III. Sold Vehicles

1. Display of Sold Vehicles

Party B shall display Sold Vehicles in showrooms and network operating platforms such as websites, WeChat platform, websites operated by collaboration partners, and actively seek target vehicle customers.

2. Signing of Vehicle Sales Contract

Party B shall cause the buyer and Party A to sign the Used Vehicle Sales Contract provided by Jieying, and to facilitate the signing of the Agreement.

3. Entrusted Selling Price

The entrusted selling price shall subject to the price of the "Information Table of Sold Vehicles" signed by Party A, Party B and Party C, and Party B may adjust the pricing according to the actual sales.

4. Payment method

Sales payment of Sold Vehicles shall be received by Jieying on behalf of Party A and remitted to the following designated bank account of Jieying:

Account Name: _____;

Opening Bank: _____;

Account Number: _____.

Payment shall be made in one of the following methods:

- (1) Should the vehicle buyers adopt their own method for payment in full, then the vehicle buyers in accordance with the Used Vehicle Sales Contract signed by the vehicle buyers and Party A, remit all the payment to the above designated bank account within a specified period of time, and shall be deemed to make full payment upon the receipt of the payment by Jieying.
- (2) Should the vehicle buyers adopt the loan installment payment method, then the vehicle buyers shall directly remit the first payment to the above designated bank account of Party A, which shall be deemed to be the completion of the first payment. When the loan bank issues the Vehicle Loan Consent Notice to Party A and receives all the materials necessary for the transfer of ownership and mortgage of Sold Vehicles, final payment for Sold Vehicles issued by the lending bank shall be remitted to the above designated account. Upon receipt of the final payment for vehicles by the Party A, the payment shall be deemed to be made in full.

5. Transfer ownership formalities of Sold Vehicles

Party B shall, within the term of the transfer period stipulated in the Used Vehicle Sales Contract, cause the employees of Party B to transfer the Sold Vehicles from them to the vehicle buyers.

IV. Custody and maintenance of vehicles

1. Party B shall be responsible for the custody, maintenance and display of the Purchased and Sold vehicles in accordance with the provisions of this article. When the vehicles are delivered to Party B, the vehicle risk of loss (including liability for violation, traffic accident liability, vehicle damage, loss, etc.) shall be transferred to Party B.
 2. When Party B buys the Purchased Vehicles and sells the Sold Vehicles, Party B shall promptly record the vehicle information, the document filing condition, the ownership status, the purchase/sales process and so on into the Jieying Used Vehicle SaaS System, in order to form the complete and comprehensive records of the Purchased Vehicles.
-

3. Party B shall designate special employees who are responsible for the inspection and cleaning of the Purchased Vehicles, to ensure that the body, interior, tires, glass, headlights, air-conditioning, sound, engine, fuel tank and other parts are clean, complete, can function normally, and are in line with sales requirements.
4. Party B shall designate special employees who are responsible for placing and displaying the Purchased Vehicles in the exhibition halls, and uploading the vehicle information to the online sales platform. In the process of vehicle display, the employees should keep the showroom clean and tidy and perform cleaning of vehicles, daily inspection of the interior appearance of vehicles, and if the employees discover any quality problems, loss of electrical power, low oil, instrument platform failure, etc., the employees are required to conduct maintenance immediately. Party B shall establish a system of vehicle key management and a registration management system of vehicle entry and exit to prevent the loss and damage of vehicles.
5. Party B undertakes that from the time of delivery of Purchased Vehicles to Party B and before the delivery of Purchased Vehicles to the vehicle buyers (being the period of Party B's custody of the vehicles), Party B shall bear all the risk of loss of the vehicle (including liability for violation of regulations, traffic accident liability, vehicle damage, loss, etc.).

V. Entrust term

The Agreement shall take effect from the date of signature and seal of the parties, valid from [●] to [●]. When the agreement expires, the parties may renegotiate the extension.

VI. Service fees

1. Party A and Party B shall confirm the service fees monthly according to monthly business performance, which shall be paid by the Jieying to Party B.

VII. Warranties and Undertakings

1. Party A warrants and undertakes that:
 - (1) Party A shall be in its own name with the seller and vehicle buyers signed the Used Vehicle Purchase Contract and Used Vehicle Sales Contract respectively, and the total payment of the Sold Vehicles shall be received by Jieying.
-

- (2) Party A entrusts Party B to keep all the data of Purchased Vehicles and Sold Vehicles.
- (3) In accordance with the Agreement, Jieying warrants that it shall make payment of service fees to Party B for the custody of Purchased Vehicles and Sold Vehicles.
- (4) Jieying agrees that Party B can use all Jieying's Used Vehicle SaaS System for business management free of charge, and will guide and help Party B with the operation method of such System.

2. Party B warrants and undertakes that:

- (1) The information regarding Purchased Vehicles and Sold Vehicles provided by Party B is true and valid, and there is no falsity or deliberate concealment of the truth.
 - (2) Party B undertakes that it will carefully review the basic situation of the vehicle buyers, collect and collate the materials provided by the customers, and review and judge the authenticity of the materials.
 - (3) Party B undertakes not to conceal the status of the Sold Vehicles from Party A and vehicle buyers, and the vehicles have not experienced any major accidents or fire or water damage etc. Party B shall bear full responsibility for any objections, disputes or lawsuits arising from purchase of the vehicles due to the quality problems of the Sold Vehicles.
 - (4) Party B warrants that it will bear all the responsibility for any damage, loss or quality problems of vehicles, violation liability, accident liability, etc.
 - (5) Party B warrants that it will transfer the vehicles to the employees of Party B in accordance with the requirements of the Agreement when purchasing vehicles, cause the employees of Party B to sign the Entrusted Owner Of Vehicles On Behalf Agreement, and supervise the employees of Party B not to use or dispose of vehicles without authorization. If the employees of Party B use or dispose of vehicles without authorization, including but not limited to leasing, lending, transfer, mortgage, pledge, gift and other acts, the proceeds therefrom shall be owned by Party A and Party B shall bear joint liability for all losses incurred to Party A. Party B shall bear joint liability for all losses incurred to Party A arising from the quality problems of vehicles, violation liability, accident liability due to the unauthorized use or disposal of vehicles of the employees of Party B
-

- (6) Party B warrants to act as Party A to handle the transfer ownership and/or change registration formalities of Purchased Vehicles and Sold Vehicles.
- (7) Party B warrants that it will, in accordance with the requirements of Party A, timely provide vehicle registration certificate, vehicle invoice, the original vehicle insurance policy and other data required by the Department of Motor Vehicles in various places required for the pledge of Sold Vehicles, and will cooperate with vehicle buyers for the pledge of Purchased Vehicles.
- (8) Party B undertakes that it will inspect and maintain the vehicles in its custody in a timely manner, and ensure the normal operation of the showrooms and online sales platforms.
- (9) Party B undertakes that its business process will be managed through the Jieying Used Vehicle SaaS System and will not use other similar systems.

VIII. Non-competition Terms

- (1) Other than the entrustment of purchasing and selling vehicles entrusted to it by Party A, neither Party B nor any employee of Party B shall entrust or accept any third-party entrustment or cooperate with other parties to carry out used vehicle distribution or used vehicle brokerage business by any third party. Used vehicles purchased and sold by Party B in its name or in the personal name of employees of Party B shall be regarded as the purchasing vehicles and selling of vehicles entrusted to them by Party A.
- (2) Should Party B violate the non-competition terms described above and engage in used vehicle distribution and brokerage business outside the scope of Party A's mandate, all the proceeds arising therefrom shall be returned to Party A; if this results in any loss to Party A, Party B shall compensate Party A and Party A shall have the right to terminate this Agreement.

IX. Dispute Resolution and Applicable Law

- (1) If the parties to the agreement have any disputes over the content of the Agreement or its implementation, the parties shall conduct amicable negotiations; if the negotiation does not succeed, each party may file a lawsuit in the people's court where Jieying is located.
-

- (2) The establishment, implementation and interpretation of the Agreement and the settlement of disputes shall be governed by the laws of the PRC.

X. Effectiveness, Amendment and Termination of the Agreement

- (1) The Agreement shall be of legal effect upon the signature of each of the parties.
- (2) Any amendment of the terms of the Agreement must be approved and be confirmed in writing by Party A, Party B and Party C.
- (3) The Agreement shall be terminated due to any of the following reasons: The term of the Agreement is satisfied; each of the parties agrees to terminate the Agreement after negotiation.
- (4) The early termination of the Agreement shall not affect the rights and obligations of the parties to the Agreement that have arisen under the Agreement prior to the earlier termination date of the Agreement.

XI. Other

- (1) The failure by any party to the Agreement to exercise the rights under the Agreement in a timely manner shall not be deemed a waiver of the right nor will it affect the party's exercise of that right in the future.
- (2) If any term of the Agreement is completely or partially invalid, is not enforceable or is in violation of any applicable law for whatever reason then that term is deemed removed. However the rest of the terms of the Agreement shall remain be effective and binding.
- (3) The Agreement shall be binding on each party's heirs and assignees.
- (4) The matters not covered in the Agreement shall be resolved through consultation by the parties.
- (5) The Agreement is in quadruplicate. Each party holds one copy which has equal legal effect.

Below is the signature page of the Used Vehicle Agency Services Agreement

The Used Vehicle Agency Service Agreement was signed by the following parties on [●] 2017:

Party A I: Executive of Jieying

Signature: _____

Party A II (seal): Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽車銷售有限公司)

Signature of legal representative or authorized representative: _____

The Used Vehicle Agency Service Agreement was signed by the following parties on [●] 2017:

Party B (seal):

Signature of legal representative or authorized representative: _____

Party C:

Signature: _____

Date

Used Vehicle Sales Contract

Contract No.: _____

This used vehicle sales Contract (the "Contract") was entered into between the following parties on this day of _____ at _____.

Seller: **Jieying (捷盈) Executive** ("Party A")

ID No.:

Address:

Telephone:

Buyer: **Buyer** ("Party B")

ID/License No.:

Address:

Telephone:

ID No.

Actual correspondence address

Actual telephone No.

Registrant: **JV staff** ("Party C")

ID No.:

Address:

Telephone:

ID No.

Actual correspondence address

Actual telephone No.

Service Provider: **Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽车销售有限公司)** ("Party D")

License No.:

Legal representative:

Place of registration:

91310114MA1GTX4FXP

After am's length negotiations, the Parties have entered into and intended to be bound by the following agreement on the sale and purchase of used vehicles:

1. Information on the Vehicle consistent with registration information

1.1 Basic information on the Subject Vehicle

1.1.1 Manufacturer Brand:

1.1.2 Model:

1.1.3 Color:

1.1.4 Engine displacement:

1.1.5 Key(s):

1.1.5 Vehicle Identification Number (VIN):

1.1.7 Mileage on meter:

The Parties hereby confirm that the above mileage is recorded on _____, and the mileage noted when the vehicle is actually delivered to Party B may be different due to reasons such as Party B's test drive, relocation and clearing related procedures.

1.1.8 Basic configuration: subject to the actual conditions of the Subject Vehicle.

1.2 Information on registration, insurance and annual inspection of the Subject Vehicle

1.2.1 Registration Certificate No.:

1.2.2 Owner of the Vehicle as set forth in the Registration Certificate:

1.2.3 Date of initial registration:

1.2.4 Vehicle inspection valid until:

1.3 Condition of the Vehicle

1.3.1 Whether the vehicle has been certified by Party A: Yes No

1.3.2 Whether Party B has conducted a basic inspection of the vehicle's conditions before entering into this Contract, including, but not limited to, inspection of the appearance, mileage, basic configuration, operation, on-board dials or instruments, documentation, etc.: Yes No

2. Settlement and payment of the subject vehicle

2.1 The purchase price for the Subject Vehicle (the “**Purchase Price**”) was RMB _____ (RMB _____ Yuan). The aforementioned Purchase Price does not include the amounts due from Party B to Party A for entrusting the latter with the extended product services (such as assisting with the transfer and registration procedures, vehicle insurance, etc.).

2.2 Party B has chosen the following payment option for settlement of the Purchase Price (select either one of two):

First: deposit + payment of balance in full ;

Second: deposit + bank loan + payment for the remainder in ___ installments

2.3 Should Party B choose the first payment option :

2.3.1 Party B shall pay Party A ___% of the Purchase Price (but not less than RMB20,000) as a deposit on the date of signing the Contract, i.e. RMB _____ (RMB _____ Yuan).

2.3.2 Party B shall pay for the remainder of the Purchase Price (i.e. the Purchase Price minus the deposit paid) within seven (7) days after the date of signing the Contract.

2.4 Should Party B choose the second payment option :

2.4.1 Party B shall pay Party A ___% of the Purchase Price (but not less than RMB 20,000) as a deposit on the date of signing the Contract, i.e. RMB _____ (RMB _____ Yuan).

2.4.2 After the deposit is paid, Party B shall apply for a special loan from a bank or another financial institution with respect to the Subject Vehicle within 15 days after the signing of the Contract.

2.4.3 Party B shall be responsible for submitting the relevant loan application materials, and clear relevant procedures as required by the bank or other financial institution. Should Party B fail to apply for the loan or submit the application materials or clear the relevant procedures and provide Party A with evidence that Party B has submitted the application materials and completed the relevant procedures or the notice of loan approval within ___ working days after the date of signing this Contract, Party A shall have the right to urge Party B to proceed with the above as soon as possible. Should Party B continue to fail to submit the application for the bank loan with three working days following Party A’s notice, Party A shall have the right to terminate the Contract unilaterally and not to refund the deposit previously paid by Party B.

2.4.4 Should the lending bank refuse to issue the loan on time or at all, or reclaim the loan before maturity after its approval due the reasons related to Party B, Party B shall bear the corresponding interest, penalty interest and compound interest, and cover all the losses caused to Party A, who then shall have the right to unilaterally terminate this Contract.

2.5 If Party B authorizes Party A to handle one or more of the following extended product services, Party B shall pay Party A an extended product service fee upon payment of the deposit.

Transfer (including vehicle inspection and obtaining the registration plate) (the "Transfer Fee")

Registration

Vehicle insurance

Other _____

Extended product service fee of RMB _____ (RMB _____ Yuan)

2.6 Regardless of the payment option selected by Party B, the corresponding amounts as set forth in Article 2.3, 2.4 and 2.5 (as applicable) shall be transferred into the following account designated by Party A:

Account name: _____;

Bank: _____;

Account no.: _____ °

3. Transfer and delivery of the Subject Vehicle

3.1 The transfer and registration of the Subject Vehicle should be processed as follows:

3.1.1 Should Party B choose the first payment option, Party A should clear the transfer/registration procedures within ____ working days following the payment in full of the Purchase Price and the registration fee, and Party C should provide Part A with necessary assistance.

3.1.2 Should Party B choose the second payment option,

3.1.2.1 Should the loan applied for by Party B require a security involving a pledge of the Subject Vehicle, Party A should clear the transfer/registration and pledge procedures within ____ working days following the payment in full of the deposit, the remainder of the Purchase Price, the handling fee and the registration fee and receipt of notice of loan approval by Party B, and Party C should provide Part A with necessary assistance.

3.1.2.2 Should the loan applied for by Party B not require a security involving a pledge of the Subject Vehicle, Party A should clear the transfer/registration procedures within ____ working days following the payment in full of the deposit, the remainder of the Purchase Price, the handling fee and the registration fee and receipt of notice of loan approval by Party B, and Party C should provide Part A with necessary assistance.

3.2 The Subject Vehicle should be delivered as follows:

3.2.1 Regardless of the payment option selected by Party B, Party B should, following payment in full of the Purchase Price (in case of the second payment option, including the handling fee to be paid to Party A) and completion of the transfer and/or registration and/or pledge procedures (in case of the second payment option, with the vehicle pledged), take delivery of the Subject Vehicle ("**Vehicle Transfer**") at the place of business designated by Party A so as to complete the delivery of the Subject Vehicle.

When picking up the Vehicle, Party B must sign a Vehicle Transfer Confirmation Slip. The date of signing the Vehicle Transfer Confirmation Slip should be regarded as the date of delivery of the Subject Vehicle ("**Delivery Day**"), following which, the risk of damage to the Vehicle will be transferred to Party B.

3.2.2 Should Party B fail to take delivery of the Subject Vehicle within the period specified in Article 3.2.1 above, Party A shall keep the Subject Vehicle in good condition for Party B after the date immediately following the Delivery Day and charge Party B with a parking fee at the rate of RMB 100 per day.

3.2.3 From the date immediately following the Delivery Day, the risk of loss or damage of the Subject Vehicle shall be transferred to Party B. Should Party B fail to take delivery of the Subject Vehicle within 20 days after the Delivery Day, Party A shall have the right to terminate this Contract and charge 20% of the Purchase Price as liquidated damages. If such liquidated damages are not sufficient to cover Party A's losses, Party B shall be liable for compensation for all losses suffered by Party A.

4. Technical consultation services for used vehicles

In the process of completing the used vehicle transaction, Party D should provide Party A with consulting services on relevant technical issues, and Party A should pay Party D a corresponding service fee, which should be deducted from the sales amount received by Party D on behalf of Party A.

5. Undertaking and guarantee

5.1 Party A undertakes and guarantees that,

5.1.1 it has fulfilled its obligation of reasonable inspection and confirmed that Party C was the legal owner of the Subject Vehicle, who owned the full and legal title of the Subject Vehicle.

5.1.2 the condition of the Subject Vehicle set forth in Article 1 of this Contract are objective and accurate, and there has been no false or deliberate concealment of fact. Party A has fulfilled its obligation of reasonable inspection and should not be liable for compensation even if it fails to discover any fraud involving mileage of the Subject Vehicle before Party A takes delivery the Vehicle, unless due to Party A's willful act or major negligence.

5.2 Party B undertakes and guarantees that,

5.2.1 prior to the signing of this Contract, Party B has reviewed the documents related to the Subject Vehicle and has personally inspected the Subject Vehicle.

5.2.2 it will ensure that the transfer and/or registration procedures of the Subject Vehicle will be completed in a timely manner, and it will provide all the materials required by Party A before proceeding with such procedures, and bear full responsibility for the authenticity, validity and legality of such materials.

5.2.3 it will provide the necessary cooperation as per Party A's request when handling the transfer and/or registration procedures of the Subject Vehicle.

5.3 Party C undertakes and guarantees that,

5.3.1 it is the legal owner of the Subject Vehicle and owns the full and legal title of the Subject Vehicle, free and clear from any obstacle or encumbrance upon disposal of the Subject Vehicle.

5.3.2 the materials and information related to the Subject Vehicle it provided for the signing of this Contract are objective and accurate, and there has been no false or deliberate concealment of fact.

5.3.3 it has provided Party A with complete, sufficient and legal authority, based on which, Party A shall have the right to sell the Subject Vehicle to Party B and sign this Contract.

5.3.4 it will provide the necessary materials or cooperate with Party A in handling other related matters as requested during the process of transfer and/or registration of the Subject Vehicle.

6. Liabilities

6.1 Should Party B fail to provide the materials necessary for the transfer and/or registration of the Subject Vehicle under this Contract or be reluctant to cooperate with Party A in completing the relevant procedures, which resulted in the delay in the transfer and registration of the Subject Vehicle, for each day overdue, Party B shall pay liquidated damages to Party A equal to 0.5% of the Purchase Price as well as a parking fee of RMB100 per day. If the transfer and registration is overdue for 20 consecutive days, Party A shall have the right to unilaterally terminate this Contract.

6.2 Should Party B fail to provide the materials as required, which results in impossibility to complete the transfer and/or registration procedures for the Subject Vehicle, Party A shall have the right to terminate this Contract, upon which Party B shall pay liquidated damages to Party A equal to the greater of (i) 10% of the Purchase Price and (ii) the actual loss suffered by Party A.

- 6.3 If the Subject Vehicle is unable to be registered due to circumstances caused by Party B, who then demands a change in the place of registration, Party A and C should offer assistance, while Party B shall pay in advance for the additional costs incurred to Party A and Party C. In the event of delay in the transfer and registration of the Subject Vehicle, Party B shall be liable for the consequences in accordance with the provisions of Article 6.1 of this Contract.
- 6.4 Should Party B delay the payment of all or part of the Purchase Price, a penalty shall be imposed to Party B equal to 0.5% of the Purchase Price for each day such payment is overdue. Party A shall have the right to terminate this Contract unilaterally if Party B delays payment of the Purchase Price for more than 20 days, whereby Party B shall, in addition to the corresponding penalty, pay a compensation which is equivalent to 5% of the Purchase Price to Party A.
- 6.5 Should the condition of the Subject Vehicle set forth in Article 1 of this Contract appear to be untrue, inaccurate, false or fraudulent due to circumstances caused by Party C, or due to its failure to provide the relevant materials in a timely manner, or its reluctance to cooperate with Party A in completing the relevant procedures, which resulted in delay and/or impossibility in the transfer and/or registration of the Subject Vehicle, Party C shall be liable for all losses caused to Party B.
- 6.6 Unless otherwise provided in this Contract, should a party breach its obligations or guarantees under this Contract, it shall be liable for the losses caused to the other party as a result of its breach.

7. Additional provisions

- 7.1 Should Party B desire extended warranty services for the purchased vehicle, Party A shall designate _____ to provide it with such services.
- 7.2 Should Party B desire after-sales services in addition to extended warranty from the entity designated by Party A in respect of the purchased vehicle, it shall confirm such desire with signature in the Terms of After-sales Services attached to this agreement.
- 7.3 Other provisions

8. Dispute settlement

8.1 All disputes arising from this Contract shall be dealt with by the relevant parties through friendly negotiation in the first instance.

8.2 If an agreement cannot be reached through friendly negotiation, the disputes shall be submitted for resolution by the People's Court where Party D is located.

9. Miscellaneous

9.1 The parties hereby agree that, if the Subject Vehicle is a special vehicle e.g. an electric car or a supercar, further agreement shall be reached in Article 7.3 (Other provisions).

9.2 This Contract is prepared in four counterparts and each party shall hold one counterpart, each of which shall have the same legal effect.

9.3 This Contract shall be effective upon the date of signing by the parties hereto. Any amendment or change hereto shall be made and agreed in writing between the parties hereto and signed by the same before such amendment or change becomes effective.

[The following pages are reserved for the signatures of the Parties to the Used Vehicle Sales Contract.]

The Used Vehicle Sales Contract was entered into between the following Parties on this day of _____ :

Party A: **Jieying (捷盈) Executive**

Signature: _____

Date: _____

Party D: Shanghai Jieying Auto Retail Co., Ltd. (上海捷盈汽车销售有限公司)

Signature of chief executive/representative: _____

Date: _____

The Used Vehicle Sales Contract was entered into between the following Parties on this day of _____ :

Party B: **Buyer** _____

Signature of Buyer/representative: _____

Date: _____

The Used Vehicle Sales Contract was entered into between the following Parties on this day of _____ :

Party C **JV staff**

Signature: _____

Date: _____

Appendix:

Terms of after-sales services

KAIXIN AUTO GROUP

2018 Equity Incentive Plan

The Kaixin Auto Group 2018 Equity Incentive Plan (the “**Plan**”) was adopted by the Sole Director of Kaixin Auto Group, an exempted company with limited liability incorporated in Cayman Islands (the “**Company**”) under the applicable laws and regulations of that jurisdiction.

ARTICLE 1
PURPOSE

The purpose of the Plan is to foster and promote the long-term financial success of the Company and its Subsidiaries and materially increase the value of the Company and its Subsidiaries by (a) encouraging the long-term commitment of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries; (b) motivating performance of the Employees, Consultants, and Outside Directors of the Company and its Subsidiaries by means of long-term performance related incentives; (c) encouraging and providing Employees, Consultants, and Outside Directors of the Company and its Subsidiaries with an opportunity to obtain an ownership interest in the Company; (d) attracting and retaining outstanding Employees, Consultants, and Outside Directors by providing incentive compensation opportunities; and (e) enabling participation by Employees, Consultants, and Outside Directors in the long-term growth and financial success of the Company and its Subsidiaries.

ARTICLE 2
DEFINITIONS

For the purpose of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

“**Award**” means the grant of any Incentive Share Option, Nonqualified Share Option, or Restricted Shares whether granted singly or in combination (each individually referred to herein as an “**Incentive**”).

“**Award Agreement**” means a written agreement between a Participant and the Company which sets out the terms of the grant of an Award.

“**Award Period**” means the period set forth in the Award Agreement with respect to a Share Option during which the Share Option may be exercised, which shall commence on the Date of Grant and expire at the time set forth in the Award Agreement.

“**Board**” means the board of directors of the Company at a time when there are at least two (2) directors serving at the same time or the Sole Director at a time when there is only one (1) director serving.

“**Change of Control**” means any of the following: (i) Continuing Directors cease to constitute at least fifty percent (50%) of the members of the Board; (ii) the shareholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; (iii) any consolidation, merger or share exchange of the Company in which the Company is not the continuing or surviving corporation or pursuant to which the Company’s Ordinary Shares would be converted into cash, securities or other property; or (iv) any sale, lease, exchange or other transfer (excluding transfer by way of pledge or hypothecation) in one transaction or a series of related transactions, of all or substantially all of the assets of the Company; provided, however, that a transaction described in clause (iii) or (iv) shall not constitute a Change in Control hereunder if after such transaction (I) Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the continuing, surviving or acquiring entity, as the case may be or, if such entity has a parent entity directly or indirectly holding at least a majority of the voting power of the voting securities of the continuing, surviving or acquiring entity, Continuing Directors constitute at least fifty percent (50%) of the members of the Board of Directors of the entity that is the ultimate parent of the continuing, surviving or acquiring entity, and (II) the continuing, surviving or acquiring entity (or the ultimate parent of such continuing, surviving or acquiring entity) assumes all outstanding Share Options granted under this Plan.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Committee**” means the committee appointed or designated by the Board to administer the Plan in accordance with Article 3 of this Plan or, in the case no such committee is appointed, the Board.

“**Company**” means Kaixin Auto Group, an exempted company with limited liability incorporated in Cayman Islands (the “Company”) under the applicable laws and regulations of that jurisdiction, and any successor entity.

“**Consultant**” means any person performing advisory or consulting services for the Company or a Subsidiary, with or without compensation, to whom the Company chooses to grant an Award in accordance with the Plan, provided that *bona fide* services must be rendered by such person and such services shall not be rendered in connection with the offer or sale of securities in a capital raising transaction.

“**Continuing Director(s)**” means the Sole Director at the date of this Plan or Board members who (x) at the date of this Plan were directors or (y) become directors after the date of this Plan and whose election or nomination for election by the Company’s shareholders was approved by a vote of a majority of the directors then in office who were directors at the date of this Plan or whose election or nomination for election was previously so approved.

“**Corporation**” means any entity that (i) is defined as a corporation under Code Section 7701 and (ii) is the Company or is in an unbroken chain of corporations (other than the Company) beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing a majority of the total combined voting power of all classes of shares in one of the other corporations in the chain. For purposes of clause (ii) hereof, an entity shall be treated as a Corporation if it satisfies the definition of a corporation under Section 7701 of the Code.

“**Date of Grant**” means the effective date on which an Award is made to a Participant as set forth in the applicable Award Agreement.

“**Employee**” means common law employee (as defined in accordance with the Regulations and Revenue Rulings then applicable under Section 3401(c) of the Code) of the Company or any Subsidiary of the Company.

“**Equity Securities**” means the Ordinary Shares, the Preferred Shares, any securities having voting rights in the election of the Board not contingent upon default, any securities evidencing an ownership interest in the Company, any securities convertible into or exercisable for any shares of the foregoing, and any agreement or commitment to issue any of the foregoing.

“**Fair Market Value**” means, as of a particular date, (a) if the Ordinary Shares are listed on a national securities exchange, the closing sales price per Ordinary Share on the consolidated transaction reporting system for the principal securities exchange for the Ordinary Shares on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (b) if the Ordinary Shares are not so listed or quoted, such amount as may be determined by the Committee (acting on the advice of an Independent Third Party, should the Board elect in its sole discretion to utilize an Independent Third Party for this purpose), in good faith, to be the fair market value per share of Ordinary Shares.

“**Incentive Share Option**” means an incentive stock option within the meaning of Section 422 of the Code, granted pursuant to this Plan.

“**Independent Third Party**” means an individual or entity independent of the Company having experience in providing investment banking or similar appraisal or valuation services and with expertise generally in the valuation of securities or other property for purposes of this Plan. The Board may utilize one or more Independent Third Parties.

“**Nonpublicly Traded**” means not listed on a national securities exchange.

“**Nonqualified Share Option**” means a stock option granted pursuant to this Plan which does not satisfy the requirements of Section 422 of the Code.

“**Option Price**” means the price which must be paid by a Participant upon exercise of a Share Option to purchase one Ordinary Share.

“**Ordinary Share**” means the Ordinary Shares which the Company is currently authorized to issue or may in the future be authorized to issue, or any securities into which or for which the Ordinary Shares of the Company may be converted or exchanged, as the case may be, pursuant to the terms of this Plan.

“**Outside Director**” means a director of the Company who is not an Employee.

“**Participant**” shall mean an Employee, Consultant, or Outside Director of the Company or a Subsidiary to whom an Award is granted under this Plan.

“**Permitted Transferee**” means a Shareholder who acquires shares through one or more of the following transfers: (a) any transfer of Equity Securities by a Shareholder to such Shareholders’ Relative or to a trust for their benefit, provided that all of the beneficial interests in such trust are owned or controlled by such Shareholder; (b) any transfer of Equity Securities by a Shareholder to its Affiliate.

“**Plan**” means this Kaixin Auto Group 2018 Equity Incentive Plan, as amended from time to time.

“**PRC**” means the People’s Republic of China and, for the purposes of this Plan only, excludes the Special Administrative Region of Hong Kong, the Special Administrative Region of Macau, and Taiwan area.

“**Relative**” of a natural person means any spouse of such person and any parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece or great-grandparent of such person or such spouse.

“**Restricted Share**” means Ordinary Shares issued or transferred to a Participant pursuant to Section 6.5 of this Plan which are subject to restrictions or limitations set forth in this Plan and in the related Award Agreement.

“**Retirement**” means any Termination of Service solely due to retirement upon or after attainment of age sixty-five (65), or permitted early retirement as determined by the Committee.

“**Share Option**” means a Nonqualified Share Option or an Incentive Share Option.

“**Sole Director**” means the director of the Company when there is only one director serving at any given time.

“**Subsidiary**” means (i) any Corporation (as defined herein), (ii) any limited partnership, if the Company or any Corporation owns a majority of the general partnership interest and a majority of the limited partnership interests entitled to vote on the removal and replacement of the general partner, and (iii) any partnership or limited liability company, if the partners or members thereof are composed only of the Company, any Corporation or any limited partnership listed in item (ii) above. “**Subsidiaries**” means more than one of any such Corporations, limited partnerships, partnerships or limited liability companies.

“**Termination of Service**” occurs when a Participant who is an Employee or a Consultant of the Company or any Subsidiary shall cease to serve as an Employee or Consultant of the Company and its Subsidiaries, for any reason; or, when a Participant who is an Outside Director of the Company or a Subsidiary shall cease to serve as a director of the Company and its Subsidiaries for any reason.

“**Total and Permanent Disability**” means a Participant is qualified for long-term disability benefits under the Company’s or Subsidiary’s disability plan or insurance policy; or, if no such plan or policy is then in existence or if the Participant is not eligible to participate in such plan or policy, that the Participant, because of ill health, physical or mental disability or any other reason beyond his or her control, is unable to perform his or her duties of employment for a period of six (6) continuous months, as determined in good faith by the Committee; provided that, with respect to any Incentive Share Option, Total and Permanent Disability shall have the meaning given it under the rules governing incentive stock options under the Code.

ARTICLE 3 ADMINISTRATION

Subject to the terms of this Article 3, the Plan shall be administered by the Sole Director or the Board as the case may be, or by such committee of the Board as is designated by resolution of the Board to administer the Plan (the “**Committee**”).

The Committee shall consist of not fewer than two (2) persons. Any member of the Committee may be removed at any time, with or without cause, by resolution of the Board. Any vacancy occurring in the membership of the Committee may be filled by appointment by the Board. At any time there is no Committee to administer the Plan, any references in this Plan to the Committee shall be deemed to refer to the Sole Director or the Board as the case may be at that time.

The Committee shall select one of its members to act as its Chairman. A majority of the Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee.

The Committee shall determine and designate from time to time the eligible persons to whom Awards will be granted and shall set forth in each related Award Agreement, where applicable, the Award Period, the Date of Grant, and such other terms, provisions, limitations, and performance requirements, as are approved by the Committee, but not inconsistent with the Plan. The Committee shall determine whether an Award shall include one type of Incentive or two or more Incentives granted in combination. All decisions with respect to any Award, and the terms and conditions thereof, to be granted under the Plan to any member of the Committee shall be made solely and exclusively by the other members of the Committee, or if such member is the only member of the Committee, by the Board.

The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, (iii) establish performance goals for an Award and certify the extent of their achievement, (iv) make such other determinations or certifications and take such other action as it deems necessary or advisable in the administration of the Plan and (v) implement any procedures or steps or additional or different requirements as may be necessary to comply with any relevant laws of the PRC that may be applicable to this Plan, any Award pursuant to this Plan or any related documents, including but not limited to foreign exchange laws, tax laws and securities law of the PRC. Any interpretation, determination, or other action made or taken by the Committee shall be final, binding, and conclusive on all interested parties.

The Committee may delegate to officers of the Company, pursuant to a written delegation, the authority to perform specified functions under the Plan. Any actions taken by any officers of the Company pursuant to such written delegation of authority shall be deemed to have been taken by the Committee.

ARTICLE 4 ELIGIBILITY

Any Employee (including an Employee who is also a director or an officer), Outside Director, or Consultant of the Company whose judgment, initiative, and efforts contributed or may be expected to contribute to the successful performance of the Company is eligible to participate in the Plan; provided that only Employees of a Corporation shall be eligible to receive Incentive Share Options.

The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Outside Director, or Consultant of the Company or any Subsidiary. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the Committee shall determine.

Except as required by this Plan, Awards granted at different times need not contain similar provisions. The Committee's determinations under the Plan (including without limitation determinations of which Employees, Outside Directors, or Consultants, if any, are to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among Participants who receive, or are eligible to receive, Awards under the Plan.

ARTICLE 5
SHARES SUBJECT TO PLAN

5.1 Number Available for Awards. Subject to adjustment as provided in Articles 11 and 12 hereof, the maximum number of Ordinary Shares that may be delivered pursuant to Awards granted under this Plan is 40,000,000. As required under U.S. Treasury Regulation Section 1.422-2(b)(3)(i), in no event will the number of Ordinary Shares that may be delivered pursuant to Incentive Share Options granted under this Plan exceed 40,000,000.

Shares to be issued may be made available from authorized but unissued Ordinary Shares, Ordinary Shares held by the Company in its treasury, or Ordinary Shares purchased by the Company on the open market or otherwise. During the term of this Plan, the Company will at all times reserve and keep available the number of Ordinary Shares that shall be sufficient to satisfy the requirements of this Plan.

5.2 Reuse of Shares. Subject to Section 5.2(c) of this Plan, if, and to the extent:

(a) A Share Option shall expire or terminate for any reason without having been exercised in full, or in the event that a Share Option is exercised or settled in a manner such that some or all of the Ordinary Shares relating to the Share Option are not issued to the Participant (or beneficiary) (including as the result of the use of shares for withholding taxes), the Ordinary Shares subject thereto which have not become issued and outstanding shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; in addition, with respect to any share-for-share exercise or cashless exercise pursuant to Section 8.3 of this Plan or otherwise, only the “net” shares issued shall be deemed to have become issued and outstanding for purposes of the Plan as a result thereof.

(b) If Restricted Shares under the Plan are repurchased for any reason, such Restricted Shares shall (unless the Plan shall have sooner terminated) become available for issuance under the Plan; provided, however, that if any dividends paid with respect to Restricted Shares were paid to the Participant prior to the repurchase thereof, such shares shall not be reused for grants or awards.

(c) In no event shall the number of Ordinary Shares subject to Incentive Share Options exceed, in the aggregate, twenty percent (20%) of the authorized Ordinary Shares plus shares subject to Incentive Share Options which are forfeited or terminated, or expire unexercised.

ARTICLE 6
GRANT OF AWARDS

6.1 In General. The Company shall execute an Award Agreement with a Participant after the Committee approves the issuance of an Award. Any Award granted pursuant to this Plan must be granted within ten (10) years after the date of adoption of this Plan. The Plan shall be submitted to the Company's shareholders for approval; however, the Committee may grant Awards under the Plan prior to the time of shareholder approval. Any such Award granted prior to such shareholder approval shall be made subject to such shareholder approval. The grant of an Award to a Participant shall not be deemed either to entitle the Participant to, or to disqualify the Participant from, receipt of any other Award under the Plan.

6.2 Share Options. The grant of an Award of Share Options shall be authorized by the Committee and shall be evidenced by an Award Agreement setting forth: (i) the Incentive or Incentives being granted, (ii) the total number of Ordinary Shares subject to the Incentive(s), (iii) the Option Price, (iv) the Award Period, (v) the Date of Grant, and (vi) such other terms, provisions, limitations, and performance objectives, as are approved by the Committee, but not inconsistent with the Plan.

6.3 Option Price. The Option Price for any Ordinary Shares which may be purchased under a Nonqualified Share Option for any Ordinary Shares may be less than, equal to, or greater than the Fair Market Value of the share on the Date of Grant.

The Option Price for any Ordinary Shares which may be purchased under an Incentive Share Option must be at least equal to the Fair Market Value of the share on the Date of Grant. If an Incentive Share Option is granted to an Employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary), the Option Price shall be at least 110% of the Fair Market Value of the Ordinary Shares on the Date of Grant.

Notwithstanding the foregoing, the Option Price for any Ordinary Shares which may be purchased under any Share Option shall not be less than the par value of the Ordinary Shares.

6.4 Maximum Incentive Share Option Grants. The Committee may not grant Incentive Share Options under the Plan to any Employee which would permit the aggregate Fair Market Value (determined on the Date of Grant) of the Ordinary Shares with respect to which Incentive Share Options (under this and any other plan of the Company and its Subsidiaries) are exercisable for the first time by such Employee during any calendar year to exceed \$100,000. To the extent any Share Option granted under this Plan which is designated as an Incentive Share Option exceeds this limit or otherwise fails to qualify as an Incentive Share Option, such Share Option (or any such portion thereof) shall be a Nonqualified Share Option. In such case, the Committee shall designate which shares will be treated as Incentive Share Option shares by causing the issuance of a separate share certificate and identifying such shares as Incentive Share Option shares on the Company's share transfer records.

6.5 Restricted Shares. If Restricted Shares are granted to or received by a Participant under an Award (including a Share Option), the Committee shall set forth in the related Award Agreement: (i) the number of Ordinary Shares awarded, (ii) the price, if any, to be paid by the Participant for such Restricted Shares, (iii) the time or times within which such Award may be subject to repurchase, (iv) specified performance goals of the Company, a Subsidiary, any division thereof or any group of Employees of the Company, or other criteria, which the Committee determines must be met in order to remove any restrictions (including vesting) on such Award, and (v) all other terms, limitations, restrictions, and conditions of the Restricted Shares, which shall be consistent with this Plan. The provisions of Restricted Shares need not be the same with respect to each Participant. If the Committee establishes a purchase price for an Award of Restricted Shares, the Participant must accept such Award within a period of thirty (30) days (or such shorter period as the Committee may specify) after the Date of Grant by executing the applicable Award Agreement and paying such purchase price.

(a) Legend on Shares. Each Participant who is awarded or receives Restricted Shares shall be issued a share certificate or certificates in respect of such Ordinary Shares. Such certificate(s) shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, substantially as provided in Section 15.11 of the Plan.

The Committee may require that the share certificates evidencing Restricted Shares be held in custody by the Company until the restrictions thereon shall have lapsed.

(b) Restrictions and Conditions. Restricted Shares shall be subject to the following restrictions and conditions:

(i) Subject to the other provisions of this Plan and the terms of the particular Award Agreements, during such period as may be determined by the Committee commencing on the Date of Grant or the date of exercise of an Award (the “**Restriction Period**”), the Participant shall not be permitted to sell, transfer, pledge or assign Restricted Shares. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Restricted Shares whenever it may determine that, by reason of changes in applicable laws or other changes in circumstances arising after the date of the Award, such action is appropriate.

(ii) Except as provided in sub-paragraph (i) above or in the applicable Award Agreement, the Participant shall have, with respect to his or her Restricted Shares, all of the rights of a shareholder of the Company, including the right to vote the shares and the right to receive any dividends thereon. Certificates for Ordinary Shares free of restriction under this Plan shall be delivered to the Participant promptly after, and only after, the Restriction Period shall expire without repurchase in respect of such Ordinary Shares. Certificates for the Ordinary Shares repurchased under the provisions of the Plan and the applicable Award Agreement shall be promptly returned to the Company by the Participant. Each Award Agreement shall require that (x) each Participant, by his or her acceptance of Restricted Shares, shall irrevocably grant to the Company a power of attorney to consent to the repurchase of any shares to the Company and agrees to execute any documents requested by the Company in connection with such repurchase, and (y) such provisions regarding returns and transfers of share certificates with respect to repurchased Ordinary Shares shall be specifically performable by the Company in a court of equity or law.

(iii) The Restriction Period of Restricted Shares shall commence on the Date of Grant or the date of exercise of an Award, as specified in the Award Agreement, and, subject to Article 12 of the Plan, unless otherwise established by the Committee in the Award Agreement setting forth the terms of the Restricted Shares, shall expire upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other comparable measurements of Company performance, as may be determined by the Committee in its sole discretion.

(iv) Except as otherwise provided in the particular Award Agreement, upon Termination of Service for any reason during the Restriction Period, the non-vested Restricted Shares shall be repurchased by the Company from the Participant. In the event a Participant has paid any consideration to the Company for such repurchased Restricted Shares, the Committee shall specify in the Award Agreement that either (i) the Company shall be obligated to, or (ii) the Company may, in its sole discretion, elect to pay to the Participant, as soon as practicable after the event causing repurchase, in cash an amount equal to the lesser of the total consideration paid by the Participant for such repurchased shares or the Fair Market Value of such repurchased shares as of the date of Termination of Service, as the Committee in its sole discretion shall select. Upon any repurchase, all rights of a Participant with respect to the repurchased Restricted Shares shall cease and terminate, without any further obligation on the part of the Company.

6.6 Maximum Individual Grants. No Participant may receive during any fiscal year of the Company Awards covering an aggregate of more than one percent (1%) of the authorized Ordinary Shares.

ARTICLE 7
AWARD PERIOD; VESTING

7.1 Award Period.

- (a) Subject to the other provisions of this Plan, the Committee shall specify in the Award Agreement the Award Period for a Share Option. No Share Option granted under the Plan may be exercised at any time after the end of its Award Period. The Award Period for any Share Option shall be no more than ten (10) years from the Date of Grant of the Share Option. However, if an Employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than ten percent (10%) of the combined voting power of all classes of shares of the Company (or any parent or Subsidiary) and an Incentive Share Option is granted to such Employee, the Award Period of such Incentive Share Option (to the extent required by the Code at the time of grant) shall be no more than five (5) years from the Date of Grant.
- (b) In the event of Termination of Service of a Participant, the Award Period for a Share Option shall be reduced or terminated in accordance with the Award Agreement.

7.2 Vesting. The Committee, in its sole discretion, may determine that an Incentive will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If the Committee imposes conditions upon vesting, then, subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Incentive may be vested.

ARTICLE 8
EXERCISE OF INCENTIVE

8.1 In General. The Committee, in its sole discretion, may determine that a Share Option will be immediately exercisable, in whole or in part, or that all or any portion may not be exercised until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If a Share Option is exercisable prior to the time it is vested, the Ordinary Shares obtained on the exercise of the Share Option shall be Restricted Shares which is subject to the applicable provisions of the Plan and the Award Agreement. If the Committee imposes conditions upon exercise, then subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Share Option may be exercised. No Share Option may be exercised for a fractional Ordinary Share. The granting of a Share Option shall impose no obligation upon the Participant to exercise that Share Option.

8.2 Securities Law and Exchange Restrictions. In no event may an Incentive be exercised or Ordinary Shares be issued pursuant to an Award if a necessary listing or quotation of the Ordinary Shares on a stock exchange or inter-dealer quotation system or any registration under state or federal securities laws required under the circumstances has not been accomplished.

8.3 Exercise of Share Option.

(a) Notice and Payment. Subject to such administrative regulations as the Committee may from time to time adopt, a Share Option may be exercised by the delivery of written notice to the Committee setting forth the number of Ordinary Shares with respect to which the Share Option is to be exercised and the date of exercise thereof (the “**Exercise Date**”), which shall be at least three (3) days after giving such notice unless an earlier time shall have been mutually agreed upon.

On the Exercise Date, the Participant shall deliver to the Company consideration with a value equal to the total Option Price of the shares to be purchased, payable in any one of the following methods: (a) cash, check, bank draft, or money order payable to the order of the Company, (b) the surrender of Ordinary Shares (including Restricted Shares) owned by the Participant on the Exercise Date, valued at their Fair Market Value on the Exercise Date, and which the Participant has not acquired from the Company within six (6) months prior to the Exercise Date, (c) if the Ordinary Shares are no longer Nonpublicly Traded, by delivery (including by FAX) to the Company or its designated agent of an executed irrevocable option exercise form together with irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the Ordinary Shares purchased upon exercise of the Share Option or to pledge such shares as collateral for a loan and promptly deliver to the Company the amount of sale or loan proceeds necessary to pay such purchase price, and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion.

In the event that Restricted Shares are tendered as consideration for the exercise of a Share Option, a number of Ordinary Shares issued upon the exercise of the Share Option equal to the value of Restricted Shares used as consideration therefor shall be subject to the same restrictions and provisions as the Restricted Shares so tendered.

The Committee may take all actions necessary to alter the method of exercise of the Share Option and the exchange and transmittal of proceeds with respect to Participants who are residents in the PRC in order to comply with applicable PRC foreign exchange and tax regulations and any other applicable PRC laws and regulations.

(b) Issuance of Certificate. Except as otherwise provided in Section 6.5 hereof (with respect to Restricted Shares) or in the applicable Award Agreement, upon payment of all amounts due from the Participant, the Company shall cause certificates for the Ordinary Shares then being purchased to be delivered as directed by the Participant (or the person exercising the Participant’s Share Option in the event of his death) at its principal business office promptly after the Exercise Date; provided that if the Participant has exercised an Incentive Share Option, the Company may at its option retain physical possession of the certificate evidencing the shares acquired upon exercise until the expiration of the holding periods described in Section 422(a)(1) of the Code.

The obligation of the Company to deliver Ordinary Shares shall, however, be subject to the condition that, if at any time the Committee shall determine in its discretion that the listing, registration, or qualification of the Share Option or the Ordinary Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Share Option or the issuance or purchase of Ordinary Shares thereunder, the Share Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

(c) Failure to Pay. If the Participant fails to pay for any of the Ordinary Shares specified in such notice or fails to accept delivery thereof, the Participant's Share Option and right to purchase such Ordinary Shares may be forfeited by the Company.

8.4 Disqualifying Disposition of Incentive Share Option. If Ordinary Shares acquired upon exercise of an Incentive Share Option are disposed of by a Participant prior to the expiration of either two (2) years from the Date of Grant of such Share Option or one (1) year from the transfer of Ordinary Shares to the Participant pursuant to the exercise of such Share Option, or in any other disqualifying disposition within the meaning of Section 422 of the Code, such Participant shall notify the Company in writing of the date and terms of such disposition. A disqualifying disposition by a Participant shall not affect the status of any other Share Option granted under the Plan as an incentive stock option within the meaning of Section 422 of the Code.

ARTICLE 9 AMENDMENT OR DISCONTINUANCE

Subject to the limitations set forth in this Article 9, the Board may at any time and from time to time, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan in whole or in part; provided, however, that no amendment which requires shareholder approval in order for the Plan and Incentives awarded under the Plan to continue to comply with Sections 162(m), 421, and 422 of the Code, including any successors to such Sections, shall be effective unless such amendment shall be approved by the requisite vote of the shareholders of the Company entitled to vote thereon. Any such amendment shall, to the extent deemed necessary or advisable by the Committee, be applicable to any outstanding Incentives theretofore granted under the Plan, notwithstanding any contrary provisions contained in any Award Agreement. In the event of any such amendment to the Plan, the holder of any Incentive outstanding under the Plan shall, upon request of the Committee and as a condition to the exercisability thereof, execute a conforming amendment in the form prescribed by the Committee to any Award Agreement relating thereto. Notwithstanding anything contained in this Plan to the contrary, unless required by law, no action contemplated or permitted by this Article 9 shall adversely affect any rights of Participants or obligations of the Company to Participants with respect to any Incentive theretofore granted under the Plan without the consent of the affected Participant.

ARTICLE 10 TERM

The Plan shall be effective from the date that this Plan is approved by the Board. Unless sooner terminated by action of the Board, the Plan will terminate on February 1, 2028, but Incentives granted before that date will continue to be effective in accordance with their terms and conditions.

ARTICLE 11 CAPITAL ADJUSTMENTS

In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Ordinary Shares, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Ordinary Shares or other securities of the Company, issuance of warrants or other rights to purchase Ordinary Shares or other securities of the Company, or other similar corporate transaction or event affects the Ordinary Shares such that an adjustment is determined by the Committee to be appropriate to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of the (i) the number of shares and type of Ordinary Shares (or the securities or property) which thereafter may be made the subject of Awards, (ii) the number of shares and type of Ordinary Shares (or other securities or property) subject to outstanding Awards, (iii) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (iv) the number of shares and type of Ordinary Shares (or other securities or property) specified as the annual per-participant limitation under Section 6.6 of the Plan, (v) the Option Price of each outstanding Award, and (v) the amount, if any, the Company pays for forfeited Ordinary Shares in accordance with Section 6.5; provided, however, that the number of Ordinary Shares (or other securities or property) subject to any Award shall always be a whole number. In lieu of the foregoing, if deemed appropriate, the Committee may make provision for a cash payment to the holder of an outstanding Award.

Notwithstanding the foregoing, no such adjustment or cash payment shall be made or authorized to the extent that such adjustment or cash payment would cause the Plan or any Share Option to violate Section 422 of the Code. Such adjustments shall be made in accordance with the rules of any securities exchange, stock market, or stock quotation system to which the Company is subject.

Upon the occurrence of any such adjustment or cash payment, the Company shall provide notice to each affected Participant of its computation of such adjustment or cash payment which shall be conclusive and shall be binding upon each such Participant.

ARTICLE 12
RECAPITALIZATION, MERGER AND CONSOLIDATION

12.1 No Effect on Company's Authority. The existence of this Plan and Incentives granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure and its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or preference shares ranking prior to or otherwise affecting the Ordinary Shares or the rights thereof (or any rights, options, or warrants to purchase the same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12.2 Conversion of Incentives Where Company Survives. Subject to any required action by the shareholders, if the Company shall be the surviving or resulting corporation in any merger, consolidation or share exchange, any Incentive granted hereunder shall pertain to and apply to the securities or rights (including cash, property, or assets) to which a holder of the number of Ordinary Shares subject to the Incentive would have been entitled.

12.3 Exchange or Cancellation of Incentives Where Company Does Not Survive. In the event of any merger, consolidation or share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each Ordinary Share subject to the unexercised portions of outstanding Share Options, that number of shares of each class of shares or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the shareholders of the Company in respect to each Ordinary Share held by them, such outstanding Share Options to be thereafter exercisable for such shares, securities, cash, or property in accordance with their terms.

Notwithstanding the foregoing, however, all Share Options may be canceled by the Company as of the effective date of any such reorganization, merger, consolidation, or share exchange, or any dissolution or liquidation of the Company, by giving notice to each holder thereof or his personal representative of its intention to do so and by permitting the purchase during the thirty (30) day period next preceding such effective date of all of the Ordinary Shares (whether or not vested) subject to such outstanding Share Options.

ARTICLE 13
LIQUIDATION OR DISSOLUTION

Subject to Section 12.3 hereof, in case the Company shall, at any time while any Incentive under this Plan shall be in force and remain unexpired, (i) sell all or substantially all of its property, or (ii) dissolve, liquidate, or wind up its affairs, then each Participant shall be entitled to receive, in lieu of each Ordinary Share of the Company which such Participant would have been entitled to receive under the Incentive, the same kind and amount of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidation, or winding up with respect to each Ordinary Share of the Company.

If the Company shall, at any time prior to the expiration of any Incentive, make any partial distribution of its assets, in the nature of a partial liquidation, whether payable in cash or in kind (but excluding the distribution of a cash dividend payable out of earned surplus and designated as such) then in such event the Option Prices then in effect with respect to each Share Option shall be reduced, on the payment date of such distribution, in proportion to the percentage reduction in the tangible book value of the Company's Ordinary Shares (determined in accordance with generally accepted accounting principles) resulting by reason of such distribution.

ARTICLE 14
INCENTIVES IN SUBSTITUTION FOR
INCENTIVES GRANTED BY OTHER ENTITIES

Incentives may be granted under the Plan from time to time in substitution for similar instruments held by employees or directors of a corporation, partnership, or limited liability company who become or are about to become Employees or Outside Directors of the Company or any Subsidiary as a result of a merger or consolidation of the employing corporation with the Company, the acquisition by the Company of equity of the employing entity, or any other similar transaction pursuant to which the Company becomes the successor employer. The terms and conditions of the substitute Incentives so granted may vary from the terms and conditions set forth in this Plan to such extent as the Committee at the time of grant may deem appropriate to conform, in whole or in part, to the provisions of the Incentives in substitution for which they are granted.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Investment Intent. The Company may require that there be presented to and filed with it by any Participant under the Plan, such evidence as it may deem necessary to establish that the Incentives granted or the Ordinary Shares to be purchased or transferred are being acquired for investment and not with a view to their distribution.

15.2 Nonpublicly Traded Ordinary Shares. In the event a Participant receives, as Restricted Shares or pursuant to the exercise of a Share Option, Ordinary Shares that are Nonpublicly Traded (as defined herein), the Committee may impose restrictions and conditions on the transfer or other disposition of those shares. The restrictions and conditions may be reflected in the Award Agreement or in a separate shareholders' agreement.

15.3 No Right to Continued Employment. Neither the Plan nor any Incentive granted under the Plan shall confer upon any Participant any right with respect to continuance of employment by the Company or any Subsidiary.

15.4 Indemnification of Board and Committee. No member of the Board or the Committee, nor any officer or Employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee, each officer of the Company, and each Employee of the Company acting on behalf of the Board or the Committee shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

15.5 Effect of the Plan. Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any person any right to be granted an Award or any other rights except as may be evidenced by an Award Agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company, and then only to the extent and upon the terms and conditions expressly set forth therein.

15.6 Compliance with Other Laws and Regulations. Notwithstanding anything contained herein to the contrary, the Company shall not be required to sell or issue Ordinary Shares under any Incentive if the issuance thereof would constitute a violation by the Participant or the Company of any provisions of any law or regulation of any governmental authority or any national securities exchange or inter-dealer quotation system or other forum in which Ordinary Shares are quoted or traded; and, as a condition of any sale or issuance of Ordinary Shares under an Incentive, the Committee may require such agreements or undertakings, if any, as the Committee may deem necessary or advisable to assure compliance with any such law or regulation. The Plan, the grant and exercise of Incentives hereunder, and the obligation of the Company to sell and deliver Ordinary Shares, shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

15.7 Lock-up Agreement. The Company may require that an Award Agreement include a provision requiring a Participant to agree that in connection with an underwritten public offering of Ordinary Shares, upon the request of the Company or the principal underwriter managing such public offering, no Ordinary Shares received by the Participant under such Award Agreement may be sold, offered for sale or otherwise disposed of without the prior written consent of the Company or such underwriter, as the case may be, for 180 days after the effectiveness of the registration statement filed in connection with such offering, or such longer period of time as the Board may determine, if all of the Company's directors and officers agree to be similarly bound. The obligations under this Section 15.7 shall remain effective for all underwritten public offerings with respect to which the Company has filed a registration statement on or before the date five (5) years after the closing of the Company's initial public offering, provided, however, that this Section 15.7 shall cease to apply to any such Ordinary Shares sold to the public pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act in a transaction that complied with the terms of the applicable Award Agreement.

15.8 Tax Requirements. The Company shall have the right to deduct from all amounts hereunder paid in cash or other form, any federal, state, or local taxes required by law (including taxes in the PRC where applicable) to be withheld with respect to such payments. The Participant receiving Ordinary Shares issued under the Plan shall be required to pay the Company the amount of any taxes which the Company is required to withhold with respect to such Ordinary Shares (including the sale of Ordinary Shares as may be required to comply with foreign exchange rules in the PRC for Participants resident in the PRC).

Notwithstanding the foregoing, in the event of an assignment of a Nonqualified Share Option pursuant to Section 15.9, the Participant who assigns the Nonqualified Share Option shall remain subject to withholding taxes upon exercise of the Nonqualified Share Option by the transferee to the extent required by the Code or the rules and regulations promulgated thereunder.

Such payments shall be required to be made prior to the delivery of any certificate representing such Ordinary Shares. Such payment may be made (i) by the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligation of the Company; (ii) the actual delivery by the exercising Participant to the Company of Ordinary Shares that the Participant has not acquired from the Company within six months prior to the date of exercise, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) the Company's withholding of a number of shares to be delivered upon the exercise of the Share Option, which shares so withheld have an aggregate fair market value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii).

15.9 Share Option Assignability. Incentive Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or the Participant's legally authorized representative, and each Award Agreement in respect of an Incentive Share Option shall so provide. The designation by a Participant of a beneficiary will not constitute a transfer of the Share Option. The Committee may waive or modify any limitation contained in the preceding sentences of this Section 15.9 that is not required for compliance with Section 422 of the Code.

Except as otherwise provided herein, Nonqualified Share Options may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution. The Committee may, in its discretion, authorize all or a portion of a Nonqualified Share Option granted to a Participant to be on terms which permit transfer by such Participant to (i) the spouse, children or grandchildren of the Participant ("**Immediate Family Members**") and (ii) a trust or trusts for the exclusive benefit of such Immediate Family Members, provided that (x) there shall be no consideration for any such transfer, (y) the Award Agreement pursuant to which such Nonqualified Share Option is granted must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section, and (z) subsequent transfers of transferred Nonqualified Share Options shall be prohibited except those by will or the laws of descent and distribution.

Following any transfer, any such Nonqualified Share Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that for purposes of Articles 8, 9, 11, 13 and 15 hereof the term “**Participant**” shall be deemed to include the transferee. The events of Termination of Service shall continue to be applied with respect to the original Participant, following which the Nonqualified Share Options shall be exercisable by the transferee only to the extent and for the periods specified in the Award Agreement. The Committee and the Company shall have no obligation to inform any transferee of a Nonqualified Share Option of any expiration, termination, lapse or acceleration of such Share Option. The Company shall have no obligation to register with any federal or state securities commission or agency any Ordinary Shares issuable or issued under a Nonqualified Share Option that has been transferred by a Participant under this Section 15.9.

15.10 Use of Proceeds. Proceeds from the sale of Ordinary Shares pursuant to Incentives granted under this Plan shall constitute general funds of the Company.

15.11 Legend. Each certificate representing Restricted Shares issued to a Participant shall bear the following legend, or a similar legend deemed by the Company to constitute an appropriate notice of the provisions hereof (any such certificate not having such legend shall be surrendered upon demand by the Company and so endorsed):

On the face of the certificate:

“Transfer of these shares is restricted in accordance with conditions printed on the reverse of this certificate.”

On the reverse:

“The shares evidenced by this certificate are subject to and transferrable only in accordance with that certain Kaixin Auto Group 2018 Equity Incentive Plan, a copy of which is on file at the principal office of the Company. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan.”

The following legend shall be inserted on a certificate evidencing Ordinary Shares issued under the Plan if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

“Shares represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company.”

A copy of this Plan shall be kept on file in the principal office of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed as of January 31, 2018 by its Sole Director.

Kaixin Auto Group

By: /s/ Joseph Chen

Joseph Chen
Sole Director

POWER OF ATTORNEY

I, Ren Jintao, a citizen of the People's Republic of China (the "PRC"), PRC ID card number 110102197805152331, hereby irrevocably authorize **Shanghai Renren Automobile Technology Company Limited**. ("WFOE") or the individual or entity that is designated by WFOE (each, a "Representative") to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney ("POA").

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of **Shanghai Jieying Automobile Sales Co., Ltd.** ("PRC Company") and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Renminbi 49,500,000 from WFOE to the undersigned, to a third party acceptable to WFOE.

Nominee: Ren Jintao

/s/ Ren Jintao

Date: August 18 of 2017

POWER OF ATTORNEY

I, Yi Rui, a citizen of the People's Republic of China (the "PRC"), PRC ID card number 110105196905084166, hereby irrevocably authorize **Shanghai Renren Automobile Technology Company Limited**. ("WFOE") or the individual or entity that is designated by WFOE (each, a "Representative") to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney ("POA").

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of **Shanghai Jieying Automobile Sales Co., Ltd.** ("PRC Company") and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Renminbi 500,000 from WFOE to the undersigned, to a third party acceptable to WFOE.

Nominee: Yi Rui

/s/ Yi Rui

Date: August 18 of 2017

POWER OF ATTORNEY

I, Yang Jing, a citizen of the People's Republic of China (the "PRC"), PRC ID card number 532721197005100025, hereby irrevocably authorize **Shanghai Renren Automobile Technology Company Limited.** ("WFOE") or the individual or entity that is designated by WFOE (each, a "Representative") to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney ("POA").

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of **Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.** ("PRC Company") and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Renminbi 49,500,000 from WFOE to the undersigned, to a third party acceptable to WFOE.

Nominee: Yang Jing

/s/ Yang Jing

Date: August 18 of 2017

POWER OF ATTORNEY

I, Liu Jian, a citizen of the People's Republic of China (the "PRC"), PRC ID card number 310102197211124453, hereby irrevocably authorize **Shanghai Renren Automobile Technology Company Limited** ("WFOE") or the individual or entity that is designated by WFOE (each, a "Representative") to the extent permitted by applicable laws of the PRC, as my sole attorney to singly exercise the following powers and rights during the term of this Power of Attorney ("POA").

I hereby authorize and designate the Representative to vote on my behalf at the shareholders' meetings of **Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.** ("PRC Company") and exercise the full voting rights as its shareholder as granted to me by law and under the Articles of Association of PRC Company, including but not limited to, the right to propose the holding of shareholders' meeting, to accept any notification about the holding and discussion procedure of the meeting, to attend the shareholders' meeting of PRC Company and exercise the full voting rights (such as to serve as my authorized representative at the shareholders' meeting of PRC Company, to designate and appoint the executive director or directors of the board of PRC Company and the general manager and to decide the allotment of the profits, etc.), and to sell or transfer any or all of my equity interest in PRC Company.

In exercising the rights and powers provided hereunder, the Representative shall act with due care and diligence and pursuant to this POA and the applicable laws.

The term of this Power of Attorney is ten (10) years from its date of execution, and shall be automatically terminate upon the assignment of the loan in the principal amount of Renminbi 500,000 from WFOE to the undersigned, to a third party acceptable to WFOE.

Nominee: Liu Jian

/s/ Liu Jian

Date: August 18 of 2017

BUSINESS OPERATIONS AGREEMENT

This Business Operations Agreement (this “**Agreement**”) is entered in Beijing, the People's Republic of China (the “**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18 of 2017 by and among the following parties:

- (1) PARTY A: **Shanghai Renren Automobile Technology Company Limited.**
Legal Address: Room 917-918, No 328, Jiajian Road,, Jiading District, Shanghai, China
Legal Representative: Liu Jian
- (2) PARTY B: **Shanghai Jieying Automobile Sales Co., Ltd.**
Legal Address: Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China
Legal Representative: Wang Mingli
- (3) PARTY C: **Ren Jintao**
PRC Identification Card No.: 110102197805152331
Address: No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China
- (4) PARTY D: **Yi Rui**
PRC Identification Card No.: 110105196905084166
Address: No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China

(individually, a “**Party**”, and collectively, the “**Parties**”)

WHEREAS:

- A. Party A is a wholly foreign-owned enterprise registered in the PRC;
 - B. Party B is a wholly domestic-owned company registered in the PRC and is approved by relevant governmental authorities to engage in the business of providing services;
 - C. Party A and Party B have entered into an Exclusive Technical Support and Technical Services Agreement, dated as of August 18 of 2017 pursuant to which Party A shall provide certain technical services to Party B (the “**Technical Service Agreement**”); and
 - D. Party C and Party D own 99% and 1%, respectively, of the equity interest of Party B.
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THEREFORE, through friendly negotiation in the principle of equality and common interest, the Parties hereby jointly agree to abide by the following:

1. Negative Undertakings

In order to ensure Party B's performance of its obligations pursuant to the Technical Service Agreement, Party B together with its shareholders Party C and Party D, hereby jointly confirm and agree that unless Party B has obtained the prior written consent of Party A or another party appointed by Party A, Party B shall not enter into any transaction which may materially affect its assets, obligations, rights or operations, including but not limited to the following:

- 1.1 To conduct any business that is beyond the normal business scope;
- 1.2 To borrow money or incur any debt from any third party;
- 1.3 To change or dismiss any directors or to dismiss and replace any senior management members;
- 1.4 To sell to or acquire from any third party any assets or rights, including but not limited to any intellectual property rights;
- 1.5 To guarantee or secure the obligations of any third party with its assets or intellectual property rights or to create any encumbrance over its assets in favor of any third party;
- 1.6 To amend the articles of association of Party B (the "**Articles**") or to change its business scope;
- 1.7 To change the normal business process or modify any material policy of Party B;
- 1.8 To assign any of the rights or obligations under this Agreement herein to any third party;
- 1.9 To adjust materially its business operating models, marketing strategies, operating guidance or client relationships; or
- 1.10 To declare any dividend in any way.

2. Management of Operation and Arrangements of Human Resource

- 2.1 Party B, together with its shareholders Party C and Party D, hereby jointly agree to accept and strictly execute the proposals provided by Party A from time to time in respect of the employment and dismissal of Party B's employees and the daily business management and financial management of Party B.
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- 2.2 Party B, together with its shareholders Party C and Party D, hereby jointly and severally agree that Party C and Party D shall only appoint the individuals designated by Party A as the Executive Director or Directors of the Board of Directors of Party B in accordance with the procedures required by the applicable laws and regulations and the Articles, and shall cause such Executive Director or Director of the Board of Directors of Party B to appoint the individuals designated by Party A as Party B's General Manager, Chief Financial Officer, and other senior officers.
- 2.3 If any of the officers referenced in Section 2.2 hereof resigns or is dismissed by Party A, Party B, Party C and Party D shall appoint or cause the appointment of another candidate designated by Party A to assume such position(s).
- 2.4 For the purpose of the above-mentioned Section 2.3, Party B, Party C and Party D shall take all necessary internal or external steps to effect the above appointments or dismissals in accordance with relevant laws and regulations, the Articles and this Agreement.
- 2.5 Each of Party C and Party D hereby agrees simultaneously with the execution of this Agreement, to execute a Proxy Agreement and Power of Attorney, in the form attached hereto as Exhibit A, pursuant to which each of Party C and Party D shall authorize the person(s) designated by Party A to exercise his or her shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Each of Party C and Party D further agrees to replace the authorized person appointed according to the above mentioned Power of Attorneys at any time in accordance with the requests of Party A.

3. Other Agreements

- 3.1 Each of Party C and Party D further agrees that he/she shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party B to, declare any dividends or distribute any profits, funds, assets or property to the shareholders of Party B or any of its affiliates; provided, however, if such dividends or other distributions are distributed to Party C and/or Party D from Party B, Party C and/or Party D shall immediately and unconditionally pay or transfer to Party A any dividends or other distributions in whatsoever form obtained from Party B, after having deducted and paid any and all relevant taxes and expenses applicable to such shareholder as a result of his/her receipt of such dividends or other distributions.
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- 3.2 Party A shall indemnify Party C and Party D from any liabilities, costs or losses (including but not limited to any and all legal expenses) incurred by Party C and/or Party D arising by reason of his/her performance of his/her obligations under this Agreement and as a shareholder of Party B, provided that such actions are taken in good faith and are not contrary to the best interests of Party A or Party B.
- 3.3 To ensure that Party B has sufficient funds to support its operations and/or to set off any loss accrued during such operations, Party A may provide financing support to Party B from time to time at Party A's sole discretion. Party A's financing support for Party B may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately.

4. Entire Agreement and Modifications

- 4.1 This Agreement together with all the other agreements and/or documents mentioned or specifically included in this Agreement, to which any Party is a party thereunder (where applicable), constitute the entire agreement and understanding among the Parties with respect to the business operations of Party B and supersedes all the other prior oral and written agreements, contracts, understandings and communications among all the parties involving the subject matters of this Agreement.
- 4.2 This Agreement shall only be amended by a written instrument executed by each Party hereto. The amendment and supplement duly executed by each Party hereto shall form part of this Agreement and shall have the same legal effect as this Agreement.

5. Governing Law

The execution, validity, performance, interpretation and disputes of this Agreement shall be governed by and construed in accordance with the PRC laws.

6. Dispute Resolution

- 6.1 The Parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation in good faith. In case no settlement can be reached through friendly consultation, each Party can submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the then current rules of CIETAC. The arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon all the Parties. This article shall not be affected by the termination or elimination of this Agreement.
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6.2 During the process of the dispute resolution, each Party shall continue to perform its obligations in good faith according to the provisions of this Agreement except for the subject matters in dispute.

7. Notice

7.1 Any notice that is given by the Parties hereto for the purpose of performing the rights and obligations hereunder shall be in written form. Where such notice is delivered personally, the actual delivery time is regarded as notice time; where such notice is transmitted by telex or facsimile, the notice time is the time when such notice is transmitted. If such notice (i) does not reach the addressee on a business day or (ii) reaches the addressee after the business hours, the next business day following such day is the date of notice. The written form includes facsimile and telex.

7.2 Any notice or other correspondence hereunder provided shall be delivered to the following addresses in accordance with the above terms:

PARTY A : Shanghai Renren Automobile Technology Company Limited.

Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Tele : 86-10-84481818
Addressee : Liu Jian

PARTY B : Shanghai Jieying Automobile Sales Co., Ltd.

Address : Room 105, First Floor of Lane 2, No.333 of Fengrao Road, Jiading District, Shanghai, China
Tele : 86-10-84481818
Addressee : Wang Mingli

PARTY C : Ren Jintao

Address : No.222 of Third Floor, No.33 of Beiwaxili, Haidian District, Beijing, China
Fax : 86-10-64362600
Tele : 86-10-84481818

PARTY D : Yi Rui

Address : No.604 of Third Floor, No.22 of Beiwaxili, Haidian District, Beijing, China
Fax : 86-10-64362600
Tele : 86-10-84481818

8. Effectiveness, Term and Others

8.1 This Agreement shall be effective upon its being signed by the Parties hereunder (the “**Effective Date**”).

- 8.2 This Agreement shall be executed by a duly authorized representative of each Party on the date first written above and become effective as of the Effective Date. The term of this agreement is ten years unless terminated earlier in accordance with the relevant provisions herein. This Agreement will extend automatically for another ten year period except where Party A provides a written notice stating its intention not to extend this Agreement three months prior to the expiration of the initial ten years term of this Agreement.
- 8.3 Party B, Party C and Party D shall not terminate this Agreement within the terms of this Agreement. Notwithstanding the above stipulation, Party A shall have the right to terminate this Agreement at any time by issuing a prior written notice to Party B, Party C and Party D thirty (30) days before the termination.
- 8.4 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable laws, they shall be deemed to be deleted from this Agreement and lose their effect and this Agreement shall be treated as if they did not exist from the very beginning. However, the remaining stipulations will remain effective. Each Party shall replace the deleted stipulations with lawful and effective stipulations, which are acceptable to each Party, through mutual negotiation.
- 8.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian
Authorized Representative: Liu Jian

PARTY B: Shanghai Jieying Automobile Sales Co., Ltd.
(Company Seal: /s/ Shanghai Jieying Automobile Sales Co., Ltd.)

By: /s/ Wang Mingli
Authorized Representative: Wang Mingli

PARTY C: Ren Jintao

By: /s/ Ren Jintao

PARTY D: Yi Rui

By: /s/ Yi Rui

[SIGNATURE PAGE TO BUSINESS OPERATIONS AGREEMENT]

EXHIBIT A

FORM OF PROXY AGREEMENT AND POWER OF ATTORNEY

BUSINESS OPERATIONS AGREEMENT

This Business Operations Agreement (this “**Agreement**”) is entered in Beijing, the People's Republic of China (the “**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated August 18 of 2017 by and among the following parties:

- (1) PARTY A: **Shanghai Renren Automobile Technology Company Limited.**
Legal Address: Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Legal Representative: Liu Jian
- (2) PARTY B: **Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd**
Legal Address: Room 275E, No.668 of Shangda Road, Baoshan District, Shanghai, China
Legal Representative: Liu Jian
- (3) PARTY C: **Yang Jing**
PRC Identification Card No.: 532721197005100025
Address: Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC
- (4) PARTY D: **Liu Jian**
PRC Identification Card No.: 310102197211124453
Address: Room 1054, No 2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC

(individually, a “**Party**”, and collectively, the “**Parties**”)

WHEREAS:

- A. Party A is a wholly foreign-owned enterprise registered in the PRC;
 - B. Party B is a wholly domestic-owned company registered in the PRC and is approved by relevant governmental authorities to engage in the business of providing services;
 - C. Party A and Party B have entered into an Exclusive Technology Support and Technology Services Agreement, dated as of August 18 of 2017 pursuant to which Party A shall provide certain technology services to Party B (the “**Technology Service Agreement**”); and
 - D. Party C and Party D own 99% and 1%, respectively, of the equity interest of Party B.
-

THEREFORE, through friendly negotiation in the principle of equality and common interest, the Parties hereby jointly agree to abide by the following:

1. Negative Undertakings

In order to ensure Party B's performance of its obligations pursuant to the Technology Service Agreement, Party B together with its shareholders Party C and Party D, hereby jointly confirm and agree that unless Party B has obtained the prior written consent of Party A or another party appointed by Party A, Party B shall not enter into any transaction which may materially affect its assets, obligations, rights or operations, including but not limited to the following:

- 1.1 To conduct any business that is beyond the normal business scope;
- 1.2 To borrow money or incur any debt from any third party;
- 1.3 To change or dismiss any directors or to dismiss and replace any senior management members;
- 1.4 To sell to or acquire from any third party any assets or rights, including but not limited to any intellectual property rights;
- 1.5 To guarantee or secure the obligations of any third party with its assets or intellectual property rights or to create any encumbrance over its assets in favor of any third party;
- 1.6 To amend the articles of association of Party B (the "**Articles**") or to change its business scope;
- 1.7 To change the normal business process or modify any material policy of Party B;
- 1.8 To assign any of the rights or obligations under this Agreement herein to any third party;
- 1.9 To adjust materially its business operating models, marketing strategies, operating guidance or client relationships; or
- 1.10 To declare any dividend in any way.

2. Management of Operation and Arrangements of Human Resource

- 2.1 Party B, together with its shareholders Party C and Party D, hereby jointly agree to accept and strictly execute the proposals provided by Party A from time to time in respect of the employment and dismissal of Party B's employees and the daily business management and financial management of Party B.
-

- 2.2 Party B, together with its shareholders Party C and Party D, hereby jointly and severally agree that Party C and Party D shall only appoint the individuals designated by Party A as the Executive Director or Directors of the Board of Directors of Party B in accordance with the procedures required by the applicable laws and regulations and the Articles, and shall cause such Executive Director or Director of the Board of Directors of Party B to appoint the individuals designated by Party A as Party B's General Manager, Chief Financial Officer, and other senior officers.
- 2.3 If any of the officers referenced in Section 2.2 hereof resigns or is dismissed by Party A, Party B, Party C and Party D shall appoint or cause the appointment of another candidate designated by Party A to assume such position(s).
- 2.4 For the purpose of the above-mentioned Section 2.3, Party B, Party C and Party D shall take all necessary internal or external steps to effect the above appointments or dismissals in accordance with relevant laws and regulations, the Articles and this Agreement.
- 2.5 Each of Party C and Party D hereby agrees simultaneously with the execution of this Agreement, to execute a Proxy Agreement and Power of Attorney, in the form attached hereto as Exhibit A, pursuant to which each of Party C and Party D shall authorize the person(s) designated by Party A to exercise his or her shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Each of Party C and Party D further agrees to replace the authorized person appointed according to the above mentioned Power of Attorneys at any time in accordance with the requests of Party A.

3. Other Agreements

- 3.1 Each of Party C and Party D further agrees that he/she shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Party B to, declare any dividends or distribute any profits, funds, assets or property to the shareholders of Party B or any of its affiliates; provided, however, if such dividends or other distributions are distributed to Party C and/or Party D from Party B, Party C and/or Party D shall immediately and unconditionally pay or transfer to Party A any dividends or other distributions in whatsoever form obtained from Party B, after having deducted and paid any and all relevant taxes and expenses applicable to such shareholder as a result of his/her receipt of such dividends or other distributions.
-

- 3.2 Party A shall indemnify Party C and Party D from any liabilities, costs or losses (including but not limited to any and all legal expenses) incurred by Party C and/or Party D arising by reason of his/her performance of his/her obligations under this Agreement and as a shareholder of Party B, provided that such actions are taken in good faith and are not contrary to the best interests of Party A or Party B.
- 3.3 To ensure that Party B has sufficient funds to support its operations and/or to set off any loss accrued during such operations, Party A may provide financing support to Party B from time to time at Party A's sole discretion. Party A's financing support for Party B may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately.

4. Entire Agreement and Modifications

- 4.1 This Agreement together with all the other agreements and/or documents mentioned or specifically included in this Agreement, to which any Party is a party thereunder (where applicable), constitute the entire agreement and understanding among the Parties with respect to the business operations of Party B and supersedes all the other prior oral and written agreements, contracts, understandings and communications among all the parties involving the subject matters of this Agreement.
- 4.2 This Agreement shall only be amended by a written instrument executed by each Party hereto. The amendment and supplement duly executed by each Party hereto shall form part of this Agreement and shall have the same legal effect as this Agreement.

5. Governing Law

The execution, validity, performance, interpretation and disputes of this Agreement shall be governed by and construed in accordance with the PRC laws.

6. Dispute Resolution

- 6.1 The Parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation in good faith. In case no settlement can be reached through friendly consultation, each Party can submit such matter to the Beijing headquarters of the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the then current rules of CIETAC. The arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding upon all the Parties. This article shall not be affected by the termination or elimination of this Agreement.
-

6.2 During the process of the dispute resolution, each Party shall continue to perform its obligations in good faith according to the provisions of this Agreement except for the subject matters in dispute.

7. **Notice**

7.1 Any notice that is given by the Parties hereto for the purpose of performing the rights and obligations hereunder shall be in written form. Where such notice is delivered personally, the actual delivery time is regarded as notice time; where such notice is transmitted by telex or facsimile, the notice time is the time when such notice is transmitted. If such notice (i) does not reach the addressee on a business day or (ii) reaches the addressee after the business hours, the next business day following such day is the date of notice. The written form includes facsimile and telex.

7.2 Any notice or other correspondence hereunder provided shall be delivered to the following addresses in accordance with the above terms:

PARTY A : Shanghai Renren Automobile Technology Company Limited.

Address : Room 917-918, No 328, Jiajian Road, Jiading District, Shanghai, China
Tele : 86-10-84481818
Addressee : Liu Jian

PARTY B : Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.

Address : Room 275E, No.668 of Shangda Road, Baoshan District, Shanghai, China
Tele : 86-10-84481818
Addressee : Liu Jian

PARTY C : Yang Jing

Address : Room 202, Unit 1, No 275, Ninger Main Street, Simao District, Puer City, Yunnan, PRC
Fax : 86-10-64362600
Tele : 86-10-84481818

PARTY D : Liu Jian

Address : Room 1054, No 2, Nong 138, Nandan Road, Xuhui District, Shanghai, PRC
Fax : 86-10-64362600
Tele : 86-10-84481818

8. **Effectiveness, Term and Others**

- 8.1 This Agreement shall be effective upon its being signed by the Parties hereunder (the “**Effective Date**”).
- 8.2 This Agreement shall be executed by a duly authorized representative of each Party on the date first written above and become effective as of the Effective Date. The term of this agreement is ten years unless terminated earlier in accordance with the relevant provisions herein. This Agreement will extend automatically for another ten year period except where Party A provides a written notice stating its intention not to extend this Agreement three months prior to the expiration of the initial ten years term of this Agreement.
- 8.3 Party B, Party C and Party D shall not terminate this Agreement within the terms of this Agreement. Notwithstanding the above stipulation, Party A shall have the right to terminate this Agreement at any time by issuing a prior written notice to Party B, Party C and Party D thirty (30) days before the termination.
- 8.4 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable laws, they shall be deemed to be deleted from this Agreement and lose their effect and this Agreement shall be treated as if they did not exist from the very beginning. However, the remaining stipulations will remain effective. Each Party shall replace the deleted stipulations with lawful and effective stipulations, which are acceptable to each Party, through mutual negotiation.
- 8.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A: Shanghai Renren Automobile Technology Company Limited.
(Company Seal: /s/ Shanghai Renren Automobile Technology Company Limited.)

By: /s/ Liu Jian _____
Authorized Representative: Liu Jian

PARTY B: Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.
(Company Seal: /s/ Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.)

By: /s/ Liu Jian _____
Authorized Representative: Liu Jian

PARTY C: Yang Jing

By: /s/ Yang Jing _____

PARTY D: Liu Jian

By: /s/ Liu Jian _____

[SIGNATURE PAGE TO BUSINESS OPERATIONS AGREEMENT]

EXHIBIT A

FORM OF PROXY AGREEMENT AND POWER OF ATTORNEY

Spousal Consent

The undersigned, Xi Wang, is the lawful spouse of Jintao Ren. I hereby unconditionally and irrevocably agree to execution of the following documents (hereinafter referred to as the "Transaction Documents") by Jintao Ren on August 18, 2017, and the disposal of the 99% equity interest of Shanghai Jieying Auto Retail Co., Ltd. held by Jintao Ren and registered in her name according to the following documents:

- (1) The Equity Interest Pledge Agreement entered into with Shanghai Renren Automobile Technology Company Limited;
- (2) The Loan Agreement entered into with Shanghai Renren Automobile Technology Company Limited; and
- (3) The Equity Option Agreement entered into with Shanghai Renren Automobile Technology Company Limited;

I further warrant that I hereby undertake not to take any action which is in conflict with the above arrangements intending, including any assertions in connection with the equity interests of Shanghai Jieying Auto Retail held by Jintao Ren. I hereby unconditionally and irrevocably waive any right or interest that may be granted to me in accordance with the laws in use.

[The space below is intentionally left blank.]

Signature: /s/ Xi Wang

Date: August 18, 2017

Spousal Consent

The undersigned, Zhang Jian, is the lawful spouse of Yi Rui. I hereby unconditionally and irrevocably agree to execution of the following documents (hereinafter referred to as the "Transaction Documents") by Yi Rui on August 18, 2017, and the disposal of the 1% equity interest of Shanghai Jieying Auto Retail Co., Ltd. held by Yi Rui and registered in her name according to the following documents:

- (1) The Equity Interest Pledge Agreement entered into with Shanghai Renren Automobile Technology Company Limited;
- (2) The Loan Agreement entered into with Shanghai Renren Automobile Technology Company Limited; and
- (3) The Equity Option Agreement entered into with Shanghai Renren Automobile Technology Company Limited;

I further warrant that I hereby undertake not to take any action which is in conflict with the above arrangements intending, including any assertions in connection with the equity interests of Shanghai Jieying Auto Retail held by Yi Rui. I hereby unconditionally and irrevocably waive any right or interest that may be granted to me in accordance with the laws in use.

[The space below is intentionally left blank.]

Signature: /s/ Zhang Jian

Date: August 18, 2017

Spousal Consent

The undersigned, Joseph Chen, is the lawful spouse of Yang Jing. I hereby unconditionally and irrevocably agree to execution of the following documents (hereinafter referred to as the "Transaction Documents") by Liu Jian on August 18, 2017, and the disposal of the 99% equity interest of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. held by Yang Jing and registered in her name according to the following documents:

- (1) The Equity Interest Pledge Agreement entered into with Shanghai Renren Automobile Technology Company Limited;
- (2) The Loan Agreement entered into with Shanghai Renren Automobile Technology Company Limited; and
- (3) The Equity Option Agreement entered into with Shanghai Renren Automobile Technology Company Limited;

I further warrant that I hereby undertake not to take any action which is in conflict with the above arrangements intending, including any assertions in connection with the equity interests of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. held by Yang Jing. I hereby unconditionally and irrevocably waive any right or interest that may be granted to me in accordance with the laws in use.

[The space below is intentionally left blank.]

Signature: /s/ Joseph Chen

Date: August 18, 2017

Spousal Consent

The undersigned, Chen Yan, is the lawful spouse of Liu Jian. I hereby unconditionally and irrevocably agree to execution of the following documents (hereinafter referred to as the "Transaction Documents") by Liu Jian on August 18, 2017, and the disposal of the 1% equity interest of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. held by Liu jian and registered in his name according to the following documents:

- (1) The Equity Interest Pledge Agreement entered into with Shanghai Renren Automobile Technology Company Limited;
- (2) The Loan Agreement entered into with Shanghai Renren Automobile Technology Company Limited: and
- (3) The Equity Option Agreement entered into with Shanghai Renren Automobile Technology Company Limited;

I further warrant that I hereby undertake not to take any action which is in conflict with the above arrangements intending, including any assertions in connection with the equity interests of Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd. held by Liu jian. I hereby unconditionally and irrevocably waive any right or interest that may be granted to me in accordance with the laws in use.

[The space below is intentionally left blank.]

Signature: /s/ Chen Yan

Date: August 18, 2017

Subsidiaries of the Registrant

Subsidiaries:	Place of Incorporation
CIAC/ChinaInterActiveCorp	Cayman Islands
Renren Gentle Height Co., Ltd.	Hong Kong
Qianxiang Shiji Technology Development (Beijing) Co., Ltd.	PRC
Link224 Inc.	Cayman Islands
Renren Game Hong Kong Limited	Hong Kong
Juyou Hudong (Beijing) Technology Development Co., Ltd.	PRC
Renren Lianhe Holdings	Cayman Islands
Renren Lianhe (Hong Kong) Co., Ltd.	Hong Kong
Renren Study Inc.	Cayman Islands
Kaixin Auto Group	Cayman Islands
Renren Gongying Inc.	Cayman Islands
Renren LSTAR Holdings Inc.	Cayman Islands
Renren ZHCH Holdings Inc.	Cayman Islands
Renren CHYP Holdings Inc.	Cayman Islands
Renren KURY Holdings Inc.	Cayman Islands
Renren PLML Holdings Inc.	Cayman Islands
Renren CHRYPH Holdings Inc.	Cayman Islands
Renren BLCR Holdings Inc.	Cayman Islands
Renren ONER Holdings Inc.	Cayman Islands
Renren CRSP Holdings Inc.	Cayman Islands
Renren SF Holdings Inc.	Cayman Islands
Qianxiang Lianhe Technology Development (Beijing) Co., Ltd.	PRC
Wole Inc.	Cayman Islands
Beijing Woxiu Information Technology Co., Ltd.	PRC
JiehunChina Inc.	Cayman Islands
Jet Sound Hong Kong Company Limited	Hong Kong
Beijing Jiexun Shiji Technology Development Co., Ltd.	PRC
Renren Giant Way Ltd.	Hong Kong
Renren Giantly Limited	Hong Kong
Chime Technologies, Inc.	USA
Renren Huijin (Tianjin) Technology Co., Ltd.	PRC
Renren Winday Company Limited	Hong Kong
Renren Finance, Inc.	Cayman Islands
Shanghai Renren Finance Leasing Co., Ltd.	PRC
Oak Pacific Investment	Cayman Islands
Beijing Renren Zhenhan Technology Development Co., Ltd.	PRC
Shanghai Renren Automobile Technology Co., Ltd.	PRC
Shanghai Zhoushuo Automobile Technology Co., Ltd.	PRC
Jinan Zhoushuo Yidong Automobile Trade Co., Ltd.	PRC
Suzhou Zhoushuo Lujie Automobile Service Co., Ltd.	PRC
Shanghai Jiexun Automobile Sales Co., Ltd.	PRC
Shanghai Lingcong Internet Information Technology Co., Ltd.	PRC
Shanghai Lingding Automobile Technology Co., Ltd.	PRC
Shanghai Dingran Information Technology Co., Ltd.	PRC
Renren Giantly Philippines Inc.	The Philippines
Renren U.S. Holdco, Inc.	USA
Trucker Path Inc.	USA
Geographic Farming LLC	USA
Sindeo, Inc.	USA

Variable Interest Entities:

Beijing Qianxiang Tiancheng Technology Development Co., Ltd.	PRC
Guangzhou Xiuxuan Brokers Co., Ltd.	PRC
Beijing Qianxiang Yixin Technology Development Co., Ltd.	PRC
Shanghai Jieying Automobile Sales Co., Ltd.	PRC
Shanghai Qianxiang Changda Internet Information Technology Development Co., Ltd.	PRC

Subsidiaries of Variable Interest Entities:

Beijing Qianxiang Wangjing Technology Development Co., Ltd.	PRC
Beijing Renren Zhencai Technology Development Co., Ltd.	PRC
Beijing Wole Shijie Information Technology Co., Ltd.	PRC
Shanghai Wangjing Commercial Factoring Co., Ltd.	PRC
Beijing Kirin Wings Information Technology Co., Ltd.	PRC
Beijing Jingwei Zhihui Information Technology Co., Ltd.	PRC
Shanghai Wangjing Investment Management Co., Ltd.	PRC
Fenqi Winday Co., Ltd.	Hong Kong
Beijing Zhenzhong Hudong Information Technology Co., Ltd.	PRC
Shanghai Mumian Hudong Internet Information Service Co., Ltd.	PRC
Shanghai Heiguo Internet Information Technology Co., Ltd.	PRC
Tianjin Zhenzhong Hudong Information Technology Co., Ltd.	PRC
Beijing Qianxiang Wanxin Technology Development Co., Ltd.	PRC
Guangzhou Qunge Information Technology Co., Ltd.	PRC
Shanghai Chenxun Asset Management Co., Ltd.	PRC
Jieying Baolufeng Automobile Sales (Shenyang) Co., Ltd.	PRC
Chongqing Jieying Shangyue Automobile Brokers Co., Ltd.	PRC
Jiangsu Jieying Ruineng Automobile Co., Ltd.	PRC
Dalian Yiche Jieying Automobile Sales Co., Ltd.	PRC
Shandong Jieying Huaqi Automobile Service Co., Ltd.	PRC
Henan Jieying Hengxin Automobile Sales Co., Ltd.	PRC
Neimenggu Jieying Kaihang Automobile Sales Co., Ltd.	PRC
Suzhou Jieying Chemaishi Automobile Sales Co., Ltd.	PRC
Hangzhou Jieying Yifeng Automobile Sales Co., Ltd.	PRC
Jilin Province Jieying Taocheguan Automobile Sales Co., Ltd.	PRC
Cangzhou City Jieying Bole Automobile Sales Co., Ltd.	PRC
Ningxia Jieying Xianzhi Automobile Sales Co., Ltd.	PRC
Shanghai Jieying Diyi Automobile Sales Co., Ltd.	PRC
Wuhan Jieying Chimei Automobile Service Co., Ltd.	PRC

**Certification by the Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Joseph Chen, certify that:

1. I have reviewed this annual report on Form 20-F of Renren Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: May 14, 2018
By: /s/ Joseph Chen
Name: Joseph Chen
Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Thomas Jintao Ren, certify that:

1. I have reviewed this annual report on Form 20-F of Renren Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: May 14, 2018
By: /s/ Thomas Jintao Ren
Name: Thomas Jintao Ren
Title: Chief Financial Officer

**Certification by the Principal Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Renren Inc. (the "Company") on Form 20-F for the fiscal year ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph Chen, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 14, 2018
By: /s/ Joseph Chen
Name: Joseph Chen
Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Renren Inc. (the "Company") on Form 20-F for the fiscal year ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas Jintao Ren, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 14, 2018
By: /s/ Thomas Jintao Ren
Name: Thomas Jintao Ren
Title: Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statements No. 333-177366 and No. 333-209734 on Form S-8 of our reports dated May 14, 2018, relating to the consolidated financial statements and financial statement schedule of Renren Inc., its subsidiaries, its variable interest entities and the subsidiaries of its variable interest entities (collectively, the “Company”), and the effectiveness of the Company’s internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Company’s internal control over financial reporting because of a material weakness), appearing in this Annual Report on Form 20-F of Renren Inc. for the year ended December 31, 2017.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Beijing, the People's Republic of China
May 14, 2018



TransAsia Lawyers

Advisors on PRC & International Law

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May 14, 2018

Renren Inc.
5/F, North Wing
18 Jiuxianqiao Middle Road
Chaoyang District, Beijing 100016
People's Republic of China

Ladies and Gentlemen,

We consent to the reference to our firm under the captions of “Item 3.D—Risk Factors”, “Item 4.B—Business Overview—Regulation” and “Item 10.E—Taxation” in Renren Inc.’s Annual Report on Form 20-F for the year ended December 31, 2017, which will be filed with the Securities and Exchange Commission in the month of May 2018, and further consent to the incorporation by reference of the summaries of our opinions under these captions into Renren Inc.’s registration statements on Form S-8 (File No. 333-177366 and File No. 333-209734) that were filed on October 18, 2011 and February 26, 2016, respectively.

Yours faithfully,

/s/ TransAsia Lawyers

TransAsia Lawyers

Our ref VSL/667469-000001/12750583v1
Direct tel +852 3690 7513
E-mail vivian.lee@maplesandcalder.com

Renren Inc.
5/F, North Wing
18 Jiuxianqiao Middle Road
Chaoyang District, Beijing 100016
People's Republic of China

14 May 2018

Dear Sir

Re: Renren Inc.

We have acted as legal advisors as to the laws of the Cayman Islands to Renren Inc., an exempted limited liability company incorporated in the Cayman Islands (the “**Company**”), in connection with the filing by the Company with the United States Securities and Exchange Commission of an annual report on Form 20-F for the year ended 31 December 2017.

We hereby consent to the reference of our name under the heading “Item 10E Taxation” in the Form 20-F and further consent to the incorporation by reference of the summary of our opinion under this heading into the Company’s registration statements on Form S-8 (File No. 333-177366 and File No. 333-209734) that were filed on 18 October 2012 and 26 February 2016, respectively.

Yours faithfully

/s/ Maples and Calder (Hong Kong) LLP

Maples and Calder (Hong Kong) LLP
