
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, 2021.
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

Commission file number: 001-38201

Secoo Holding Limited

(Exact Name of Registrant as Specified in Its Charter)

Not Applicable

(Translation of Registrant's Name Into English)

Cayman Islands

(Jurisdiction of Incorporation or Organization)

**Secoo Tower
Sanlitun Road A, No. 3 Courtyard Building 2
Chaoyang District, Beijing 100027
The People's Republic of China**

(Address of principal executive offices)

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The People's Republic of China**

(Name, Telephone, E-mail 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	Trading Symbol(s)	Name of Each Exchange On Which Registered
American depositary shares, two American depositary shares representing one Class A ordinary share Class A ordinary shares, par value US\$0.001 per share*	SECO	The NASDAQ Global Market

* Not for trading, but only in connection with the listing on the NASDAQ Global Market of American depositary shares.

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

None
(Title of Class)

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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, 2021, there were 35,326,281 shares outstanding, par value \$0.001 per share, being the sum of 28,754,852 Class A ordinary shares and 6,571,429 Class B ordinary shares.

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

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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 every Interactive Data File required to be submitted 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 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 the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

If an emerging growth company that prepare 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 whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

Unless otherwise indicated and except where the context otherwise requires, references in this annual report on Form 20-F to:

- “ADRs” are to the American depositary receipts that evidence our ADSs;
- “ADSs” are to our American depositary shares, two of which represent one Class A ordinary share;
- “China” or the “PRC” is to the People’s Republic of China, excluding, for the purposes of this annual only, Hong Kong, Macau and Taiwan;
- “Class A ordinary shares” are to our Class A ordinary shares, par value US\$0.001 per share;
- “Class B ordinary shares” are to our Class B ordinary shares, par value US\$0.001 per share;
- “ordinary shares” are to our Class A and Class B ordinary shares, par value US\$0.001 per share;
- “GMV” for a given period is to the total value of all orders of products and services, excluding the value of whole car sales, placed on our online platform and in our offline experience centers for such period, regardless of whether the products are delivered or returned or whether the services are cancelled;
- “RMB” and “Renminbi” are to the legal currency of China;
- “Registered members” as of a specified date are to any consumer who has registered and created an account on our platform;
- “Secoo,” “we,” “us,” “our company” and “our” are to Secoo Holding Limited, and its subsidiaries, and in the context of describing our operations and consolidated financial information, also include our VIEs and their subsidiaries in China;
- “SKUs” for a given period are to stock keeping units offered on our online platform and in our offline experience centers. The number of SKUs does not represent the number of distinct products offered on our online platform and in our offline experience centers;
- “Total orders” for a given period are to the total number of orders of products and services, excluding the number of whole car sales, placed on our online platform and in our offline experience centers for such period, regardless of whether the products are delivered or returned or whether the services are cancelled;
- “VIE” is to variable interest entity, as our “our VIEs” or “the VIEs” refer to consolidated our variable interest entities Beijing Secoo Trading Limited (“Beijing Secoo”) and Beijing Wo Mai Wo Pai Auction Co., Ltd. (“Beijing Auction”); and
- “US\$,” “U.S. dollars,” “\$,” and “dollars” are to the legal currency of the United States.

Our reporting currency is the Renminbi because our business is mainly conducted in China and substantially all of our revenues are denominated in Renminbi. This annual report contains translations of Renminbi amounts into U.S. dollars at specific rates solely for the convenience of the reader. The conversion of Renminbi into U.S. dollars in this annual report is based on the exchange rate set forth in the H.10 statistical release of the Board of Governors of the Federal Reserve System. Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this annual report were made at a rate of RMB6.3726 to US\$1.00, the exchange rate in effect on December 30, 2021 set forth in the H.10 statistical release of the Board of Governors of the Federal Reserve System. 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, the rates stated below, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade.

FORWARD-LOOKING STATEMENTS

This annual report on Form 20-F contains forward-looking statements that reflect our current expectations and views of future events. The forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements. These statements are made under the “Safe Harbor” provisions of the U.S. Private Securities Litigations Reform A of 1995.

You can identify some of these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “is/are likely to,” “potential,” “continue” or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to:

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

These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Other sections of this annual report discuss factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, 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 thoroughly read 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 by these cautionary statements.

This annual report on Form 20-F contains certain data and information that we obtained from various government and private publications. Statistical data in these publications also include projections based on a number of assumptions. The upscale product retail industry may not grow at the rate projected by market data, or at all. Failure of this market to grow at the projected rate may have a material and adverse effect on our business and the market price of our ADSs. In addition, the rapidly changing nature of the upscale product retail industry results in significant uncertainties for any projections or estimates relating to the growth prospects or future condition of our market. Furthermore, if any one or more of the assumptions underlying the market data are later found to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

The forward-looking statements made in this 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. You should read this annual report and the documents that we refer to in this annual report and have filed as exhibits to the registration statement, completely and with the understanding that our actual future results may be materially different from what we expect.

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

Our Holding Company Structure and Contractual Arrangements with Our VIEs

Secoo Holding Limited is not an operating company but a Cayman Islands holding company with operations primarily conducted through (i) our subsidiaries, (ii) our VIEs with which we have maintained contractual arrangements, and (iii) the subsidiaries of our VIEs. Due to the restrictions on foreign ownership of internet-based business and auction sales business in China, we depend on contractual arrangements with our consolidated VIEs, Beijing Auction and Beijing Secoo, in which we have no ownership interest, to conduct certain aspects of our operation. We have relied and expect to continue to rely on contractual arrangements with Beijing Auction and Beijing Secoo and their shareholders to hold our value-added telecommunications services license for internet information services, or the ICP license, as an internet information provider, our license for online data processing and transaction processing services, or the EDI license, as an e-commerce transaction platform, and our auction business permit, respectively. Revenues contributed by our VIEs and their subsidiaries accounted for 91.7%, 86.3% and 85.0% of our total revenues for 2019, 2020 and 2021, respectively. As used in this annual report, “we,” “us,” “our company” or “our” refers to Secoo Holding Limited, a Cayman Islands exempted company and its subsidiaries and, in the context of describing our operations and consolidated financial information, also include our VIEs and their subsidiaries in China. In this annual report, we refer to Beijing Auction and Beijing Secoo collectively as “our VIEs” or “the VIEs”, and rely on contractual arrangements among a wholly owned PRC subsidiary, Kutianxia (Beijing) Information Technology Limited, or Kutianxia, our VIEs and their respective shareholders to control the business operations of our VIEs. Investors in our ADSs thus do not directly hold equity interests in our operating entities in China but instead are holding equity interests in a Cayman Islands holding company.

A series of contractual arrangements, which include powers of attorney, an exclusive business cooperation agreement, an equity pledge agreement, exclusive option agreements and an exclusive option agreement to purchase intellectual properties, have been entered into by and among Kutianxia, which is a PRC subsidiary, our VIEs, and their respective shareholders, as applicable. There is no material difference between the effect of each set of contractual arrangements. As a result of the contractual arrangements, we have effective control over and are considered the primary beneficiary of our VIEs, and we have consolidated the financial results of these companies in our consolidated financial statements. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure — The shareholders of our VIEs may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition” and “Item 4 Information on the Company—C. Organizational Structure—Contractual Arrangements with our VIEs and Their Shareholders.”

However, the contractual arrangements may not be as effective as direct ownership in providing us with control over our VIEs, and we may incur substantial costs to enforce the terms of the arrangements. The legal environment in the PRC is not as developed as in other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability, as a Cayman holding company, to enforce these contractual arrangements. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure —We rely on contractual arrangements with our VIEs and their shareholders for substantially all of our business operations, which may not be as effective as direct ownership in providing operational control.”

There are also substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules regarding the status of the rights of our Cayman Islands holding company with respect to its contractual arrangements with our VIEs and their shareholders. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or any of our VIEs is found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required licenses, permits, registrations, or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure.”

Our corporate structure is subject to risks associated with our contractual arrangements with our VIEs. Investors may never directly hold equity interests in our VIEs. If the PRC government finds that the agreements that establish the structure for operating our business do not comply with PRC laws and regulations, or if these regulations or their interpretations change in the future, we could be subject to severe penalties, forced to relinquish our interests in those operations or required to restructure our ownership structure or operations, including terminating the contractual arrangements with the VIEs or deregistering the equity pledge of the VIEs, which in turn would affect our ability to consolidate, derive economic interests from, or exert effective control over the VIEs and thus have a material effect on our operations and result in the value of the securities diminishing substantially. Our holding company, VIEs and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with our VIEs and, consequently, significantly affect the financial performance of our VIEs and our company as a whole. The PRC regulatory authorities could disallow the VIEs structure, which would likely result in a material adverse change in our operations, and our Class A ordinary shares or our ADSs may decline significantly in value. For a detailed description of the risks associated with our corporate structure, please refer to risks disclosed under “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure.”

We face various legal and operational risks and uncertainties associated with being based in or having our operations primarily in China and the complex and evolving PRC laws and regulations. For example, we face risks associated with regulatory approvals on offerings conducted overseas by and foreign investment in China-based issuers, the use of our VIEs, anti-monopoly regulatory actions, and oversight on cybersecurity and data privacy, as well as the lack of inspection by the Public Company Accounting Oversight Board (United States), or the PCAOB, on our auditor, which may impact our ability to conduct certain businesses, accept foreign investments, or list on a United States or other foreign exchange. These risks could result in a material adverse change in our operations and the value of our ADSs, significantly limit or completely hinder our ability to offer or continue to offer securities to investors, or cause the value of such securities to significantly decline. For a detailed description of risks related to doing business in China, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China.”

PRC government’s significant authority in regulating our operations and its oversight and control over offerings conducted overseas by, and foreign investment in, China-based issuers could significantly limit or completely hinder our ability to offer or continue to offer securities to investors. Implementation of industry-wide regulations in this nature may cause the value of such securities to significantly decline. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC government’s significant oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our ADSs.” and “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies.”

Risks and uncertainties arising from the legal system in China, including risks and uncertainties regarding the enforcement of laws and quickly evolving rules and regulations in China, could result in a material adverse change in our operations and the value of our ADSs. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

The Holding Foreign Companies Accountable Act

The Holding Foreign Companies Accountable Act, or the HFCAA, was enacted on December 18, 2020. The HFCAA states that if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection by the PCAOB for three consecutive years beginning in 2021, the SEC should prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. Since our auditor is located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, our auditor is not currently inspected by the PCAOB, which may impact our ability to remain listed on a United States or other foreign exchange. The related risks and uncertainties could cause the value of our ADSs to significantly decline. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PCAOB is currently unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections over our auditor deprives our investors with the benefits of such inspections” and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.”

Permissions for Our Operations and the Operations of Our VIEs and Securities Issuances to Foreign Investors

Our operations in China are governed by PRC laws and regulations. As of the date of this annual report, our PRC subsidiaries and VIEs and its subsidiaries have obtained the requisite licenses and permits from the PRC government authorities that are material for the business operations of our holding company and our VIEs in China, including, among others, the ICP license, the EDI license and the auction business permit for online auction business. Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by relevant government authorities, we may be required to obtain additional licenses, permits, filings or approvals for the functions and services of our platform in the future. For more detailed information, see “Item 4.B. Business Overview—Regulation—Licenses and Permits.”

Furthermore, in connection with our issuance of securities to foreign investors, under current PRC laws, regulations and regulatory rules, as of the date of this annual report, we, our PRC subsidiaries and our VIEs, (i) are not required to obtain permissions from the China Securities Regulatory Commission, or the CSRC, (ii) are not required to go through cybersecurity review by the Cyberspace Administration of China, or the CAC, and (iii) have not been asked to obtain such permissions by any PRC authority.

However, the PRC government has recently indicated an intent to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers. For more detailed information, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing” and “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure— We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies.”

Cash Flows through Our Organization

Secoo Holding Limited is a holding company with no material operations of its own. We conduct our operations in China primarily through our PRC subsidiaries, our VIEs and their subsidiaries. As a result, Secoo Holding Limited’s ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our existing PRC subsidiaries or any newly formed ones incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our wholly foreign-owned subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Further, our PRC subsidiaries and VIE are required to make appropriations to certain statutory reserve funds or may make appropriations to certain discretionary funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies. For more details, see “Item 3. Key Information—Risk Factors—Risks Related to Our Corporate Structure—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.”

Under PRC laws and regulations, our PRC subsidiaries and VIEs are subject to certain restrictions with respect to paying dividends or otherwise transferring any of their net assets to us. Remittance of dividends by a wholly foreign-owned enterprise out of China is also subject to examination by the banks designated by SAFE. The amounts restricted include the paid-up capital and the statutory reserve funds of our PRC subsidiaries and the net assets of our consolidated variable interest entities in which we have no legal ownership, totaling RMB355.5 million, RMB284.1 million and RMB103.8 million (US\$16.3 million) as of December 31, 2019, 2020 and 2021, respectively. For details, see “Item 3. Key Information—Risk Factors—Risks Related to Our Corporate Structure—PRC regulation on loans to and direct investment in PRC entities by offshore holding companies and governmental control in currency conversion may delay or prevent us from making loans to our PRC subsidiaries and consolidated VIEs or making additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”

Under PRC laws, Secoo Holding Limited may provide funding to our PRC subsidiaries only through capital contributions or loans, and to our PRC consolidated variable interest entities only through loans, subject to satisfaction of applicable government registration and approval requirements. In the years ended December 31, 2019, 2020 and 2021, Secoo Holding Limited extended loans with outstanding principal amount of RMB135.5 million, RMB625.7 million and nil, respectively, to our intermediate holding companies and subsidiaries, and our consolidated variable interest entities received nil, RMB668.9 million and RMB248.1 million (US\$38.9 million) as extended loans, respectively.

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Secoo Holding Limited has not declared or paid any cash dividends, nor does it have any present plan to pay any cash dividends on its ordinary shares in the foreseeable future. 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. See “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Dividend Policy.” For the material Cayman Islands, PRC and United States federal income tax considerations of an investment in our ADSs, see “Item 10. Additional Information—E. Taxation.”

Selected Financial Information Related to Our VIEs

The following table presents the consolidating schedule of operations and the financial position for our VIEs and other entities for the periods or as of the dates presented.

Selected Consolidated Statements of Comprehensive (loss) Income Information

	For the Year Ended December 31, 2021									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(in thousands)									
Revenue	—	—	638,397	100,179	2,662,614	417,822	(169,387)	(26,581)	3,131,624	491,420
Cost of revenue	—	—	(412,592)	(64,745)	(2,637,898)	(413,943)	37,023	5,810	(3,013,467)	(472,878)
Gross profit	—	—	225,805	35,434	24,716	3,879	(132,364)	(20,771)	118,157	18,542
Operating Expenses	(35,522)	(5,574)	(103,957)	(16,313)	(731,423)	(114,776)	132,196	20,744	(738,706)	(115,919)
Income (loss) from operations	(35,522)	(5,574)	121,848	19,121	(706,707)	(110,897)	(168)	(27)	(620,549)	(97,377)
Income (loss) before income tax expenses	(565,009)	(88,662)	84,307	13,230	(699,985)	(109,844)	445,872	69,967	(734,815)	(115,309)
Net income (loss)	(565,753)	(88,780)	79,323	12,448	(525,174)	(82,411)	445,872	69,967	(565,732)	(88,776)

	For the Year Ended December 31, 2020				
	Parent	Subsidiaries	VIEs	Eliminations	Consolidated
	(RMB in thousands)				
Revenue	—	999,539	5,195,430	(175,288)	6,019,681
Cost of revenue	—	(718,584)	(4,486,627)	66,926	(5,138,285)
Gross profit	—	280,955	708,803	(108,362)	881,396
Operating Expenses	(10,140)	(184,897)	(758,916)	107,890	(846,063)
Income (loss) from operations	(10,140)	96,058	(50,113)	(472)	35,333
Income (loss) before income tax expenses	(69,842)	2,667	(53,645)	40,006	(80,814)
Net income (loss)	(72,364)	(4,732)	(50,327)	40,006	(87,417)

	For the Year Ended December 31, 2019				
	Parent	Subsidiaries	VIEs	Eliminations	Consolidated
	(RMB in thousands)				
Revenue	—	1,150,910	6,277,535	(582,865)	6,845,580
Cost of revenue	—	(898,980)	(5,169,213)	419,560	(5,648,633)
Gross profit	—	251,930	1,108,322	(163,305)	1,196,947
Operating Expenses	(8,010)	(219,389)	(916,021)	162,946	(980,474)
Income (loss) from operations	(8,010)	32,541	192,301	(359)	216,473
Income (loss) before income tax expenses	154,423	45,337	224,045	(230,708)	193,097
Net income (loss)	154,423	55,513	182,443	(230,708)	161,671

Selected Consolidated Balance Sheets Information

	As of December 31, 2021									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(in thousands)									
Cash and cash equivalents	22	3	3,215	505	152,871	23,989	—	—	156,108	24,497
Restricted cash	—	—	—	—	14,808	2,324	—	—	14,808	2,324
Accounts receivable, net	—	—	4,015	630	6,467	1,015	—	—	10,482	1,645
Inventories	—	—	56,507	8,867	2,938,953	461,185	—	—	2,995,460	470,052
Total assets	3,133,843	491,768	623,689	97,870	4,255,315	667,751	(3,541,969)	(555,812)	4,470,878	701,577
Accounts payable	—	—	170,115	26,695	239,404	37,567	—	—	409,519	64,262
Total liabilities	1,353,251	212,354	285,223	44,758	4,608,320	723,145	(3,555,547)	(557,942)	2,691,247	422,315
Total mezzanine equity	—	—	—	—	10,300	1,616	—	—	10,300	1,616
Total liabilities, mezzanine equity and shareholders' equity	3,133,843	491,768	623,689	97,870	4,255,315	667,751	(3,541,969)	(555,812)	4,470,878	701,577

	As of December 31, 2020									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(RMB in thousands)									
Cash and cash equivalents					759	35,019	604,154	—	—	639,932
Restricted cash					—	84,824	4,848	—	—	89,672
Accounts receivable, net					—	2,019	97,209	—	—	99,228
Inventories					—	81,968	3,207,836	—	—	3,289,804
Total assets					3,578,428	3,410,376	4,895,827	(6,542,208)	—	5,342,423
Accounts payable					—	173,571	174,583	—	—	348,154
Total liabilities					1,259,712	3,175,262	4,711,387	(6,121,164)	—	3,025,197
Total mezzanine equity					—	—	10,010	—	—	10,010
Total liabilities, mezzanine equity and shareholders' equity					3,578,428	3,410,376	4,895,827	(6,542,208)	—	5,342,423

Selected Consolidated Cash Flows Information

	For the Year Ended December 31, 2021									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(in thousands)									
Net cash used in operating activities	(728)	(115)	(351,500)	(55,158)	(29,233)	(4,587)	—	—	(381,461)	(59,860)
Net cash (used in) provided by investing activities	—	—	239,534	37,589	(5,582)	(876)	(248,108)	(38,934)	(14,156)	(2,221)
Net cash (used in) provided by financing activities	—	—	—	—	(406,518)	(63,792)	248,108	38,934	(158,410)	(24,858)

	For the Year Ended December 31, 2020									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(RMB in thousands)									
Net cash (used in) provided by operating activities					(57,727)	56,767	(900,928)	—	—	(901,888)
Net cash (used in) provided by investing activities					(625,722)	(43,469)	(39)	668,893	—	(337)
Net cash (used in) provided by financing activities					703,774	346	670,256	(668,893)	—	705,483

	For the Year Ended December 31, 2019									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(RMB in thousands)									
Net cash (used in) provided by operating activities					(44,418)	(490,519)	290,615	—	—	(244,322)
Net cash (used in) provided by investing activities					(118,794)	51,582	(51,679)	135,456	—	16,565
Net cash (used in) provided by financing activities					—	135,358	54,452	(135,456)	—	54,354

A. Selected Financial Data

Our Selected Consolidated Financial Data

The following selected consolidated statements of comprehensive income (loss) data (other than US\$ and ADS data) for the years ended December 31, 2019, 2020 and 2021, and selected consolidated balance sheets data (other than US\$) as of December 31, 2020 and 2021 have been derived from our audited consolidated financial statement included elsewhere in this annual report. The selected consolidated statements of comprehensive income (loss) data (other than ADS data) for the years ended December 31, 2017 and 2018 and the selected consolidated balance sheets as of December 31, 2017, 2018 and 2019 have been derived from our audited consolidated financial statements not included in this annual report. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP. Our historical results are not necessarily indicative of results expected for future periods.

You should read the selected consolidated financial data together with our consolidated financial statements and the related notes and “Item 5. Operating and Financial Review and Prospects” below. Our historical results are not necessarily indicative of our results expected for future periods.

	For the Year Ended December 31,					
	2017	2018	2019	2020	2021	
	RMB	RMB	RMB	RMB	RMB	US\$
(in thousands, except for share, per share and per ADS data)						
Selected Consolidated Statements of Comprehensive Income (loss) Data						
Total revenues	3,740,455	5,387,577	6,845,580	6,019,681	3,131,624	491,420
Cost of revenues	(3,128,441)	(4,427,844)	(5,648,633)	(5,138,285)	(3,013,467)	(472,878)
Gross profit	612,014	959,733	1,196,947	881,396	118,157	18,542
Total operating expenses	(517,193)	(740,458)	(980,474)	(846,063)	(738,706)	(115,919)
Income (loss) from operations	94,821	219,275	216,473	35,333	(620,549)	(97,377)
Net income (loss)	133,409	155,546	161,671	(87,417)	(565,732)	(88,776)
Net income (loss) attributable to ordinary shareholders of Secoo Holding Limited	(69,421)	151,833	154,423	(72,364)	(565,753)	(88,779)
Net income (loss) per Class A and Class B Ordinary share						
— Basic	(5.55)	6.02	6.15	(2.36)	(16.02)	(2.51)
— Diluted	(5.55)	5.80	5.89	(2.36)	(16.02)	(2.51)
Net income (loss) per ADS ⁽¹⁾						
— Basic	(2.78)	3.01	3.08	(1.18)	(8.01)	(1.26)
— Diluted	(2.78)	2.90	2.95	(1.18)	(8.01)	(1.26)
Weighted average number of Class A and Class B Ordinary shares outstanding used in computing net income (loss) per share						
— Basic	12,500,821	25,235,404	25,122,199	30,629,608	35,326,281	35,326,281
— Diluted	12,500,821	26,182,922	26,221,104	30,629,608	35,326,281	35,326,281

Note:

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

	As of December 31,					
	2017	2018	2019		2021	
	RMB	RMB	RMB	RMB	RMB	US\$
(in thousands)						
Selected Consolidated Balance Sheets Data						
Cash and cash equivalents	453,425	1,034,385	709,823	639,932	156,108	24,497
Time deposits	292,318	68,632	—	—	—	—
Restricted cash	179,014	92,022	244,313	89,672	14,808	2,324
Investment securities	—	26,032	2,318	—	—	—
Accounts receivable, net	54,210	119,580	123,226	99,228	10,482	1,645
Inventories	1,189,885	1,712,740	2,680,428	3,289,804	2,995,460	470,052
Total assets	2,337,708	3,791,926	4,997,196	5,342,423	4,470,878	701,577
Accounts payable	318,414	498,579	569,045	348,154	409,519	64,262
Total liabilities	1,047,314	2,282,413	3,335,412	3,025,197	2,691,247	422,315
Total mezzanine equity	5,582	7,587	9,337	10,010	10,300	1,616
Total liabilities, mezzanine equity and shareholders' equity	2,337,708	3,791,926	4,997,196	5,342,423	4,470,878	701,577

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Summary of Risk Factors

Investing in our common shares and/or ADSs involves significant risks. You should carefully consider all of the information in this annual report before making an investment in our common shares and/or ADSs. The following list summarizes some, but not all, of these risks.

Risk Related to Our Business

- Any harm to our Secoo brand or reputation may materially and adversely affect our business and growth prospects;
- If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected;
- We incurred and in the future may incur net losses and negative cash flow from operating activities;
- If we fail to manage and expand our relationships with suppliers, or otherwise fail to procure products at favorable terms, our business and growth prospects may suffer; and
- Our business generates and processes a large amount of data, and we are required to comply with PRC and other applicable laws relating to privacy and cybersecurity. The improper use or disclosure of data could have a material and adverse effect on our business and prospects.

Risks Related to Our Corporate Structure

- We are a Cayman Islands holding company with no equity ownership in our VIEs and we conduct our operations in China primarily through our PRC subsidiaries, our VIEs and their subsidiaries. We have maintained contractual arrangements with our VIEs. Investors in our ADSs thus are not purchasing equity interest in our VIEs in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government finds that the agreements that establish the

structure for operating our business do not comply with PRC laws and regulations, or if these regulations or their interpretations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. Our holding company, VIEs and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with our VIEs and, consequently, significantly affect the financial performance of our VIEs and our company as a whole. The PRC regulatory authorities could disallow the VIEs structure, which would likely result in a material adverse change in our operations, and our Class A ordinary shares or our ADSs may decline significantly in value;

- We rely on contractual arrangements with our VIEs and their shareholders for substantially all of our business operations, which may not be as effective as direct ownership in providing operational control; and
- Any failure by our VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.

Risks Related to Doing Business in China

- Changes in China’s economic, political or social conditions or government policies could have a material and adverse effect on our business and operations;
- The PRC government’s significant oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our ADSs;
- The PCAOB is currently unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections over our auditor deprives our investors with the benefits of such inspections;
- Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment;
- The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing; and
- Uncertainties with respect to the PRC legal system could adversely affect us.

Risks Related to our American Depositary Shares

- The trading prices of our ADSs and common shares have been and are likely to continue to be volatile, which could result in substantial losses to holders of our common shares and/or ADSs; and
- If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the market price for our ADSs and trading volume could decline.

Risk Related to Our Business

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

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

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

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

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

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

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

We have accumulated net losses since we commenced our current business operations in 2011. We recorded a net income of RMB161.7 million in 2019, and a net loss of RMB87.4 million and RMB565.7 million (US\$88.8 million) in 2020 and 2021, respectively, we cannot assure you that we will be able to continue to generate net income or positive cash flow from operating activities in the future. We anticipate that our profitability will depend in large part on our ability to increase our gross margin by obtaining more favorable terms from our suppliers as our business further grows in scale, managing our product mix, expanding our online platform and our offline experience centers and services and offering value-added services with higher margins. Accordingly, we intend to continue to invest heavily for the foreseeable future in our fulfillment infrastructure, website, mobile applications, offline experience centers and new technology to support an even larger selection of products and to offer additional value-added services. As a result of the foregoing, our net income margin may decline or we may incur net losses or negative cash flow in the future and may not be able to maintain profitability on a quarterly or annual basis.

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

We source products from third-party suppliers. Our suppliers include brands, brand authorized distributors and individual and corporate suppliers (including professional shoppers). Maintaining strong relationships with these suppliers is important to the growth of our business. In particular, we depend significantly on our ability to procure products from suppliers on favorable terms. We typically enter into one-year framework agreements with most of our suppliers on an annual basis, and these framework agreements do not ensure availability of products, continuation of particular pricing practices or payment terms beyond the end of the contractual term. We cannot assure you that our current suppliers will continue to sell products to us on commercially acceptable terms, or at all, after the expiration of their current contracts with us. Even if we maintain good relationships with our suppliers, their ability to supply products to us in sufficient quantities and at competitive prices may be adversely affected by economic conditions, labor actions, regulatory or legal decisions, natural disasters or other causes, such as the outbreak of a new type of severe pneumonia caused by novel coronavirus (COVID-19). Furthermore, as some of our suppliers source from brands with vertically integrated exclusive distribution channels, if these brands synchronize their global pricing strategies, our suppliers might not be able to source products with competitive prices. In the event that we are not able to source products at favorable prices, our revenues and gross profit as a percentage of revenues may be materially and adversely affected. In addition, brand suppliers may restrict us from sourcing their brand products from other sources to protect their brand, which may adversely and materially affect our global supply chain system, and hence reduce our operation efficiency.

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

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

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

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

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

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

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

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

We believe our fulfillment network, currently consisting of strategically located logistics centers in Beijing, Yichun, Hainan, Hong Kong and Milan and supported by our offline experience centers in Shanghai, Xiamen and Malaysia, which perform certain warehousing functions, is essential to our success. If any of the landlords terminates existing lease agreements with us, or materially alters any existing arrangements with us, we may be forced to leave the premises and may not be adequately compensated for our investment, or at all. We plan to establish more logistics centers to increase our warehouse capacity, accommodate more customer orders and provide better coverage of our target markets. As we continue to add logistics centers, our fulfillment network becomes increasingly complex and challenging to operate. We cannot assure you that we will be able to lease new facilities suitable to our needs on commercially acceptable terms or at all. We may not be able to recruit a sufficient number of qualified employees with regards to the expansion of our fulfillment network. In addition, the expansion of our fulfillment infrastructure may strain our managerial, financial, operational and other resources. If we fail to manage such expansion successfully, our growth potential, business and results of operations may be materially and adversely affected.

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

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

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

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

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

The retail market of upscale products in China is fragmented and highly competitive. We face competition from traditional offline upscale product retailers and their online platforms, domestic and global brand online platforms, major domestic e-commerce platforms and global online upscale product retailers. See “Item 4.B. Business Overview—Competition.” Our current or future competitors may have longer operating histories, greater brand recognition, better supplier relationships, larger customer bases, more cost-effective fulfillment capabilities or greater financial, technical or marketing resources than we do. Competitors may leverage their brand recognition, experience and resources to compete with us in a variety of ways, including investing more heavily in research and development and expanding of their product and service offerings through acquisition. Some of our competitors may be able to secure more favorable terms from suppliers, devote greater resources to marketing and promotional campaigns, adopt more aggressive pricing or inventory policies and devote substantially more resources to their websites and system development than us. In addition, new and enhanced technologies may increase the competition in the online retail market. Increased competition may reduce our revenues, market share, customer base and brand recognition. There can be no assurance that we will be able to compete successfully against current or future competitors, and such competitive pressures may have a material and adverse effect on our business, financial condition and results of operations.

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

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

In the event that counterfeit, unauthorized or infringing products are sold on our platform, we could face claims for which we may be held liable. We may from time to time receive claims alleging our infringement on third parties’ rights, and we could incur significant costs and efforts in either defending against or settling such claims. If there is a successful claim against us, we might be required to pay substantial damages or refrain from further sale of the relevant products. If we negligently participate or assist in infringement activities associated with counterfeit goods, we may be subject to potential liability under PRC law including injunctions to cease infringing activities, rectification, compensation, administrative penalties and even criminal liability. Moreover, such third-party claims or administrative penalties could result in negative publicity and our reputation could be severely damaged. Any of these events could have a material and adverse effect on our business, results of operations or financial condition.

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

Our form supply agreement requires suppliers to indemnify us for any losses we suffer or any costs that we incur arising from the quality, validity and legality of any products they supply to us. However, not all of our suppliers have entered into agreements with these terms, and for those suppliers entering into agreements with these terms, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings in China to protect our rights. See “Item 3.D. Risk Factors—Risks Related to Doing Business in China—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies.”

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

Our business is subject to governmental supervision and regulation by the relevant PRC governmental authorities, including but not limited to the Ministry of Commerce, the Ministry of Industry and Information Technology, or the MIIT, and CAC. Together, these government authorities promulgate and enforce regulations that cover many aspects of the operation of online retailing and distribution of upscale products, including entry into these industries, the scope of permissible business activities, licenses and permits for various business activities, and foreign investment. We are required to hold a number of licenses and permits in connection with our online platform operation, including the ICP license and the license for online data processing and transaction processing services, or the EDI license for Secoo.com and the ICP license and auction business permit for online auction business. See “Item 4.B. Regulation—Regulations Relating to Foreign Investment.” and “Item 4.B. Business Overview—Regulation—Licenses and Permits.”

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

In August 2018, the Standing Committee of the National People’s Congress promulgated the E-Commerce Law, which became effective on January 1, 2019. The E-Commerce Law imposes a number of new requirements and obligations on e-commerce platform operators. It remains uncertain how the newly adopted E-Commerce Law will be interpreted and implemented. We cannot assure you, however, that our current business operations meet the requirements under the E-Commerce Law in all respects. If the PRC governmental authorities determine that we are not in compliance with all the requirements under the E-Commerce Law and other applicable laws and rules, we may be subject to fines and/or other sanctions.

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

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

Despite our efforts to distinguish and reject products with questionable sources, we have not been able to have full knowledge of the customs clearance procedures that have been conducted for such products and we cannot rule out the possibility that we may be subject to investigations or sanctions. Based on our standard purchase agreement, we require our suppliers to indemnify us for any losses we suffer or any costs that we incur due to the illegal sourcing of their products. However, we may not be able to successfully enforce our contractual rights and may resort to costly and lengthy legal proceedings in China to protect our rights, which may cause us to incur significant costs and efforts and may divert our management's attention from day-to-day operations. See "Item 3.D. Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us."

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

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

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

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

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

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

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

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

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

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

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

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

We have incurred significant expenses on a variety of advertising and brand promotion initiatives designed to enhance our brand recognition, acquire new customers and increase sales of our products. We incurred RMB480.4 million, RMB279.2 million and RMB214.3 million (US\$33.6 million) of marketing expenses in 2019, 2020 and 2021, respectively. We expect to continue to spend significant amounts to acquire additional customers and retain existing customers, primarily through advertising and brand promotion initiatives. Our decisions regarding investments in customer acquisition are based upon our analysis of the revenue we have historically generated per customer over the expected lifetime value of the customer. Our analysis of the revenue that we expect a customer to generate over his or her lifetime depends upon several estimates and assumptions, including the demographic groups of the customers, whether a customer will make a second order, whether a customer will make multiple orders in a month, average sales per order and the predictability of a customer's purchase pattern. Our experience in markets or customer demographic groups in which we presently have low penetration rates may differ from our more established markets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with the audits of our consolidated financial statements as of December 31, 2020 and 2021 and for the years ended December 31, 2019, 2020 and 2021, we and our independent registered public accounting firms identified a “material weakness” in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States. The material weakness identified related to the lack of sufficient financial reporting and accounting personnel with appropriate knowledge to implement key controls over period end financial reporting and to properly prepare and review financial statements and related disclosures in accordance with U.S. GAAP and SEC reporting requirements. Our failure to correct the material weakness and control deficiencies or to discover and address any other material weakness or control deficiencies could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, may be materially and adversely affected. Moreover, ineffective internal control over financial reporting significantly hinders our ability to prevent fraud. Furthermore, it is possible that, had our independent accountant conducted an audit of our internal control over financial reporting, such accountant might have identified additional material weaknesses and deficiencies. We are subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, requires that we include a report from management on the effectiveness of our internal control over financial reporting in our annual report on Form 20-F. In addition, once we cease to be an “emerging growth company” as such term is defined in the JOBS Act, our independent accountant must report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, after we cease to be an emerging growth company our independent accountant, after conducting its own independent testing, may issue a report that is unqualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, as we are a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems. We may be unable to timely complete our evaluation testing and any required remediation.

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

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

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

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

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

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

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

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

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

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

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

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

Our business generates and processes a large amount of data, and we are required to comply with PRC and other applicable laws relating to privacy and cybersecurity. The improper use or disclosure of data could have a material and adverse effect on our business and prospects.

Our business generates and processes a large quantity of data. We face risks inherent in handling and protecting large volume of data. In particular, we face a number of challenges relating to data from transactions and other activities on our platforms, including:

- protecting the data in and hosted on our system, including against attacks on our system by outside parties or fraudulent behavior or improper use by our employees;
- addressing concerns related to privacy and sharing, safety, security and other factors; and
- complying with applicable laws, rules and regulations relating to the collection, use, storage, transfer, disclosure and security of personal information, including any requests from regulatory and government authorities relating to these data.

In general, we expect that data security and data protection compliance will receive greater attention and focus from regulators, both domestically and globally, as well as attract continued or greater public scrutiny and attention going forward, which could increase our compliance costs and subject us to heightened risks and challenges associated with data security and protection. If we are unable to manage these risks, we could become subject to penalties, including fines, suspension of business and revocation of required licenses, and our reputation and results of operations could be materially and adversely affected.

The PRC regulatory and enforcement regime with regard to data security and data protection is evolving and may be subject to different interpretations or significant changes. Moreover, different PRC regulatory bodies, including the Standing Committee of the NPC, the MIIT, the CAC, the Ministry of Public Security and State Administration for Market Regulation, or the SAMR, have enforced data privacy and protections laws and regulations with varying standards and applications. See “Item 4. Information on the Company—B. Business Overview—Regulations—Regulations Relating to Information Security” and “Item 4. Information on the Company—B. Business Overview—Regulations—Regulations Relating to Internet Privacy.” The following are examples of certain recent PRC regulatory activities in this area:

Data Security

- In June 2021, the Standing Committee of the NPC promulgated the Data Security Law, which took effect in September 2021. The Data Security Law, among other things, provides for security review procedure for data-related activities that may affect national security. In July 2021, the state council promulgated the Regulations on Protection of Critical Information Infrastructure, which became effective on September 1, 2021. Pursuant to this regulation, critical information infrastructure means key network facilities or information systems of critical industries or sectors, such as public communication and information service, energy, transportation, water conservation, finance, public services, e-government affairs and national defense science, as well as other key network facilities or information systems which, in case of the damage, malfunction or data leakage of which may endanger national security, people’s livelihoods and the public interest. In December 2021, the CAC, together with other authorities, jointly promulgated the Cybersecurity Review Measures, which became effective on February 15, 2022 and replaces its predecessor regulation. Pursuant to the Cybersecurity Review Measures, critical information infrastructure operators that procure internet products and services must be subject to the cybersecurity review if their activities affect or may affect national security. The Cybersecurity Review Measures further stipulates that critical information infrastructure operators or network platform operators that hold personal information of over one million users shall apply with the Cybersecurity Review Office for a cybersecurity review before any public offering at a foreign stock exchange. As of the date of this annual report, no detailed rules or implementation rules have been issued by any authority and we have not been informed that we are a critical information infrastructure operator by any government authorities. Furthermore, the exact scope of “critical information infrastructure operators” under the current regulatory regime remains unclear, and the PRC government authorities may have wide discretion in the interpretation and enforcement of the applicable laws. Therefore, it is uncertain whether we would be deemed to be a critical information infrastructure operator under PRC law. If we are deemed to be a critical information infrastructure operator under the PRC cybersecurity laws and regulations, we may be subject to obligations in addition to what we have fulfilled under the PRC cybersecurity laws and regulations.
- In November 2021, the CAC released the Regulations on the Network Data Security (Draft for Comments), or the Draft Regulations. The Draft Regulations provide that data processors refer to individuals or organizations that, during their data processing activities such as data collection, storage, utilization, processing, transmission, provision, publication and deletion, have autonomy over the purpose and the manner of data processing. In accordance with the Draft Regulations, data processors shall apply for a cybersecurity review for certain activities, including, among other things, (i) the listing abroad of data processors that process the personal information of more than one million users and (ii) any data processing activity that affects or may affect national security. However, there have been no clarifications from the relevant authorities as of the date of this annual report as to the standards for determining whether an activity is one that “affects or may affect national security.” In addition, the Draft Regulations requires that data processors that process “important data” or are listed overseas must conduct an annual data security assessment by itself or commission a data security service provider to do so, and submit the assessment report of the preceding year to the municipal cybersecurity department by the end of January each year. As of the date of this annual report, the Draft Regulations was released for public comment only, and their respective provisions and anticipated adoption or effective date may be subject to change with substantial uncertainty.

Personal Information and Privacy

- The Anti-monopoly Guidelines for the Platform Economy Sector published by the Anti-monopoly Committee of the State Council, effective on February 7, 2021, prohibits collection of user information through coercive means by online platforms operators.
- In August 2021, the Standing Committee of the NPC promulgated the Personal Information Protection Law, which integrates the scattered rules with respect to personal information rights and privacy protection and took effect on November 1, 2021. We update our privacy policies from time to time to meet the latest regulatory requirements of PRC government authorities and adopt technical measures to protect data and ensure cybersecurity in a systematic way. Nonetheless, the Personal Information Protection Law elevates the protection requirements for personal information processing, and many specific requirements of this law remain to be clarified by the CAC, other regulatory authorities, and courts in practice. We may be required to make further adjustments to our business practices to comply with the personal information protection laws and regulations.

Many of the data-related legislations are relatively new and certain concepts thereunder remain subject to interpretation by the regulators. If any data that we possess belongs to data categories that are subject to heightened scrutiny, we may be required to adopt stricter measures for protection and management of such data. The Cybersecurity Review Measures and the Draft Regulations remain unclear on whether the relevant requirements will be applicable to companies that are already listed in the United States, such as us. We cannot predict the impact of the Cybersecurity Review Measures and the Draft Regulations, if any, at this stage, and we will closely monitor and assess any development in the rule-making process. If the Cybersecurity Review Measures and the enacted version of the Draft Regulations mandate clearance of cybersecurity review and other specific actions to be taken by issuers like us, we face uncertainties as to whether these additional procedures can be completed by us timely, or at all, which may subject us to government enforcement actions and investigations, fines, penalties, suspension of our non-compliant operations, or removal of our app from the relevant application stores, and materially and adversely affect our business and results of operations. As of the date of this annual report, we have not been involved in any formal investigations on cybersecurity review made by the CAC on such basis.

In general, compliance with the existing PRC laws and regulations, as well as additional laws and regulations that PRC regulatory bodies may enact in the future, related to data security and personal information protection, may be costly and result in additional expenses to us, and subject us to negative publicity, which could harm our reputation and business operations. There are also uncertainties with respect to how such laws and regulations will be implemented and interpreted in practice.

In addition, regulatory authorities around the world have adopted or are considering a number of legislative and regulatory proposals concerning data protection. These legislative and regulatory proposals, if adopted, and the uncertain interpretations and application thereof could, in addition to the possibility of fines, result in an order requiring that we change our data practices and policies, which could have an adverse effect on our business and results of operations. The European Union General Data Protection Regulation (“GDPR”), which came into effect on May 25, 2018, includes operational requirements for companies that receive or process personal data of residents of the European Economic Area. The GDPR establishes new requirements applicable to the processing of personal data, affords new data protection rights to individuals and imposes penalties for serious data breaches. Individuals also have a right to compensation under the GDPR for financial or non-financial losses. Although we do not conduct any business in the European Economic Area, in the event that residents of the European Economic Area access our website or our mobile platform and input protected information, we may become subject to provisions of the GDPR.

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

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

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

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

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

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

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

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

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

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

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated and constantly evolving. As of the date of this annual report, there had been no material incident of data or personal information leakage, infringement of data protection and privacy laws and regulations, or investigation or other legal proceeding, pending or threatened against us initiated by relevant government authorities or third parties, that will materially and adversely affect our business and operations. However, any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer data, could cause our customers to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information are becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online retail and other online services generally, which may reduce the number of orders we receive.

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

We provide our customers with a variety of payment options, including online payments with credit cards and debit cards issued by major banks in China, payment through major third-party online payment platforms, such as Alipay, UnionPay and Wechat Pay, bank transfers, cash on delivery (for products with low purchase prices) and payment using our store credits. In 2016, we launched Secoo Check at our online platform, through which our customers can make payments for our merchandise products in installments. For certain payment methods, including credit and debit cards, we pay interchange and other fees, which may increase over time and raise our operating costs and lower our profit margins. We may also be subject to fraud and other illegal activities in connection with the various payment methods we offer, including online payment and cash on delivery options.

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

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

We have adopted shipping policies that do not necessarily pass the full shipping cost on to our customers. We may also be required by laws and regulations to adopt new or amend existing return and exchange policies from time to time. For example, pursuant to the amended Consumer Protection Law, which became effective in March 2014, consumers are generally entitled to return products purchased within seven days upon receipt without giving any reasons when they purchase the products from business operators on the internet. See “Item 4.B. Business Overview—Regulation—Regulations Relating to Product Quality and Consumer Protection.” These policies improve customers’ shopping experience and promote customer loyalty, which in turn help us acquire and retain customers. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. Our ability to handle a large volume of returns is unproven. If our return and exchange policy is misused by a significant number of customers, our costs may increase significantly and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, our customers may be dissatisfied, which may result in loss of existing customers or failure to acquire new customers in a timely manner, which may materially and adversely affect our results of operations.

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

As of the date of this annual report, we leased 17 properties for our offices, offline experience centers, logistics centers, and customer service center. The lessors of some leased properties have not been able to provide proper ownership certificates for the properties that we lease or prove their rights to sublease the properties to us or do not hold legal certificates to legally lease properties to us. If our lessors are not the owners of the properties and they have not obtained consents from the owners or their lessors or permits from the relevant government authorities, our leases could be invalidated. If this occurs, we may have to renegotiate the leases with the owners or the parties who have the right to lease the properties, and the terms of the new leases may be less favorable to us.

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

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

We adopted a share incentive plan in December 2014, or the 2014 Plan. Under the 2014 Plan, we are authorized to grant options or share purchase rights to purchase up to 1,307,672 ordinary shares as of the date of this annual report. In 2017, we adopted a 2017 Employee Stock Incentive Plan, or the 2017 Plan, which has replaced all of the 2014 Plan in its entirety. The awards granted and outstanding under the 2014 Plan has survived the termination of the 2014 Plan and remains effective and binding under the 2014 Plan. As of December 31, 2021, options to purchase 1,126,390 ordinary shares are issued and outstanding under the 2014 and 2017 Plan. We have recognized share-based compensation expense in the amount of RMB2.3 million (US\$0.4 million) for the year ended December 31, 2021. We believe the granting of share-based compensation is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based compensation to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

Our results of operations are subject to seasonal fluctuations.

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

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

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

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

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

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

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

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

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate trademarks, patents, copyrights or other intellectual property rights held by third parties. We have been, and from time to time in the future may be, subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be other third-party intellectual property that is infringed by our products, services or other aspects of our business. We cannot assure you that holders of patents or trademarks purportedly relating to some aspect of our technology platform or business, if any such holders exist, would not seek to enforce such patents against us in China, the United States or any other jurisdictions. If we are found to have violated the intellectual property rights of others, we may be subject to liability for our infringement activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. In addition, we may incur significant expenses, and may be forced to divert management's time and other resources from our business and operations to defend against these third-party infringement claims, regardless of their merits. Successful infringement or licensing claims made against us may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question. Finally, we use open source software in connection with our products and services. Companies that incorporate open source software into their products and services have, from time to time, faced claims challenging the ownership of open source software and compliance with open source license terms. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software or noncompliance with open source licensing terms. Some open source software licenses require users who distribute open source software as part of their software to publicly disclose all or part of the source code to such software and make available any derivative works of the open source code on unfavorable terms or at no cost. Any requirement to disclose our source code or pay damages for breach of contract could be harmful to our business, results of operations and financial condition.

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

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

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

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

Currently, Mr. Richard Rixue Li, our founder, director and chief executive officer beneficially owns 18.6% of our outstanding shares. As a result of his significant shareholding, Mr. Li has significant influence over our business, including decisions regarding mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. He may take actions that are not in the best interests of us or our other shareholders. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and might reduce the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who hold ADSs. For more information regarding our principal shareholders and their affiliated entities, see “Item 7.A. Major Shareholders.”

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 in respect of matters requiring the votes of shareholders, while holders of Class B ordinary shares are entitled to twenty votes per share, subject to certain exceptions. We issued Class A ordinary shares represented by our ADSs in our initial public offering. Our founder, director and chief executive officer, Mr. Richard Rixue Li, who acquired our shares prior to our initial public offering, beneficially holds our Class B ordinary shares. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Each Class B ordinary share shall automatically be converted into one Class A ordinary share without any action being required by the holders of Class B ordinary shares and whether or not the certificates representing such shares are surrendered to our company or our transfer agent, if at any time Mr. Li and his affiliates collectively hold less than 50% of the issued Class B ordinary shares in the capital of our company, and no Class B ordinary shares shall be issued by our company thereafter.

Due to the disparate voting powers associated with our two classes of ordinary shares, as of the date of this annual report, Mr. Li beneficially owns 82.0% of the aggregate voting power of our company through Siku Holding Limited. As a result, Mr. Li will have control over matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentrated control will limit your ability to influence corporate matters and could also discourage others from pursuing any potential merger, takeover or other change of control transactions, which could have the effect of depriving the holders of our Class A ordinary shares and our ADSs of the opportunity to sell their shares at a premium over the prevailing market price.

Changes in U.S. and international trade policies, particularly with regard to China, may adversely impact our business and operating results.

The U.S. government made statements and taken certain actions that may lead to potential changes to U.S. and international trade policies towards China. In January 2020, the “Phase One” agreement was signed between the United States and China on trade matters. However, it remains unclear what additional actions, if any, will be taken by the U.S. or other governments with respect to international trade agreements, the imposition of tariffs on goods imported into the U.S., tax policy related to international commerce, or other trade matters. In addition, political tensions between the United States and China have escalated due to, among other things, trade disputes, the COVID-19 pandemic, sanctions imposed by the U.S. Department of Treasury on certain officials of the Hong Kong Special Administrative Region and the PRC central government and the executive orders issued by former U.S. President Donald J. Trump in August 2020 that prohibit certain transactions with certain Chinese companies and their applications. Recently there have been heightened tensions in international relations, particularly between the United States and China, but also as a result of the conflict in Ukraine and sanctions on Russia. These tensions have affected both diplomatic and economic ties between the two countries. Heightened tensions could reduce levels of trade, investments, technological exchanges, and other economic activities between the two major economies. The existing tensions and any further deterioration in the relationship between the United States and China may have a negative impact on the general, economic, political, and social conditions in both countries and, given our reliance on the Chinese market, adversely impact our business, financial condition, and results of operations.

While cross-border business may not be an area of our focus, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products and services, impact the competitive position of our products or prevent us from selling products in certain countries. If any new tariffs, legislation and/or regulations are implemented, or if existing trade agreements are renegotiated, or, in particular, if the U.S. government takes retaliatory trade actions due to the recent U.S.-China trade tension, such changes could have an adverse effect on our business, financial condition and results of operations.

We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations.

Our business could be adversely affected by the effects of epidemics, including COVID-19, avian influenza, severe acute respiratory syndrome (SARS), influenza A (H1N1), Ebola or another epidemic, for instance the recent outbreak of COVID-19 which spread globally. Any such occurrences could cause severe disruption to our daily operations and may even require a temporary closure of our offices and facilities. In recent years, there have been outbreaks of epidemics in China and globally. For example, in early 2020, in connection with the intensifying efforts to contain the spread of COVID-19, the Chinese government took a number of actions, which included extending the Chinese New Year holiday, quarantining individuals infected with or suspected of having COVID-19, prohibiting residents from free travel, encouraging employees of enterprises to work remotely from home and cancelling public activities, among others. The COVID-19 has also resulted in temporary closure of many corporate offices, retail stores, manufacturing facilities and factories across the world, and put significant strain on merchants shipping and delivery. We have taken a series of measures in response to the outbreak to protect our employees, including temporarily closing offices, facilitating remote working arrangements for our employees and cancelling business meetings and travel. These measures could reduce the capacity and efficiency of our operations and negatively impact the procurement of products, which in turn could negatively affect our results of operations. The extent to which COVID-19 impacts our results of operations will depend on the future developments of the outbreak, including new information concerning the global severity of and actions taken to contain the outbreak, which are highly uncertain and unpredictable. In addition, our results of operations could be adversely affected to the extent that the outbreak harms the Chinese and world economy in general. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this annual report.

In addition to the impact of COVID-19, our business could be materially and adversely affected by natural disasters, other health epidemics or other public safety concerns affecting China, and particularly Beijing, where our headquarters are located. Natural disasters may give rise to server interruptions, breakdowns, system failures, technology platform failures or internet failures, which could disrupt our ability to operate our business and provide services. Our business could also be adversely affected if our employees are affected by health epidemics. In addition, our results of operations could be adversely affected to the extent that any health epidemic harms the Chinese economy in general. Consequently, if any natural disasters, health epidemics or other public safety concerns were to affect China, our operation may experience material disruptions, which may materially and adversely affect our business, financial condition and results of operations.

Our business has been and is likely to continue to be materially adversely affected by the COVID-19 pandemic globally and in China.

In the beginning of 2020, there was an outbreak of COVID-19 which has spread rapidly to many parts of the world. In March 2020, the World Health Organization declared COVID-19 a pandemic. The pandemic has resulted in quarantines, travel restrictions, the temporary closure of stores and facilities, and reducing budgets for advertising and marketing globally for the past two years.

Our business and results of operations have been and are likely to continue to be materially adversely affected the COVID-19 pandemic. Our total revenues decreased by 12.1% from RMB6,845.6 million in 2019 to RMB6,019.7 million in 2020, and further to RMB3,131.6 million (US\$491.4 million) by 48.0% in 2021. The decrease in revenues was primarily attributable to a slowdown in demand in discretionary spending and delayed logistics services due to the impact of the COVID-19 pandemic. Also, our offline GMV decreased by 73.1% from RMB706.6 million in 2019 to RMB190.1 million in 2020, and further to RMB52.5 million (US\$8.2 million) by 72.4% in 2021, primarily due to the impact of the COVID-19 pandemic. Any potential impact to our results will depend on, to a large extent, future developments and new information that may emerge regarding the duration and severity of COVID-19 and the actions taken by government authorities and other entities to contain COVID-19 or treat its impact, almost all of which are beyond our control. Potential impacts include, but are not limited to, the following:

- temporary closure of offices, travel restrictions or suspension of services of our customers and suppliers have negatively affected, and could continue to negatively affect, the demand for our services;

- our customers are mainly individuals who may be cut down by COVID-19, they are likely to decrease their budgets for upscale products and lifestyle services, which could in turn materially and negatively affect our business and results of operations;
- any disruption of our supply chain, logistics providers could adversely impact our business and results of operations, including causing our suppliers to cease manufacturing products for a period of time or materially delay delivery to customers, which may also lead to loss of customers, as well as reputational, competitive and business harm to us; and
- corporate social responsibility initiatives we put forth in response to the outbreak, such as, our efforts to leverage our technology, products and services to help contain the epidemic, may negatively affect our financial condition and operating results.

We cannot assure you that the COVID-19 pandemic can be eliminated or contained in the near future or a similar outbreak will not occur again. For example, in early 2022, the Omicron variant of COVID-19 made its presence felt in China, including in Jilin Province, Shenzhen and Shanghai where strict lockdowns were imposed. Due to the restrictive measures implemented to curb COVID-19 cases, precautionary measures, including varying levels of travel restrictions, quarantine and testing requirements, and encouragement of reduced travel, were reinstated in China in 2021 and early 2022 in response to emerged cases in various regions of China. These measures resulted in a slowdown in demand in discretionary spending and delayed logistics services, which, in turn, materially and adversely affected our results of operations in 2021 and potentially beyond. We cannot assure you when these precautionary measures will be lifted. If the COVID-19 pandemic and the resulting disruption to our business were to extend over a prolonged period, it could materially and adversely affect our business, financial condition, and results of operations.

The extent to which the outbreak of COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of this outbreak and the actions to contain this outbreak or treat its impact, among others. In addition, our results of operations could be adversely affected to the extent that any epidemics or other catastrophic events, such as COVID-19, harm the Chinese economy in general.

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

COVID-19 has a severe and negative impact on the Chinese and the global economy. Whether this will lead to a prolonged downturn in the economy is still unknown. Even before the outbreak of COVID-19, the global macroeconomic environment was facing numerous challenges. The growth rate of the Chinese economy had already been slowing since 2010. There is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies which had been adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China, even before 2021. The war in Ukraine and the imposition of broad economic sanctions on Russia could raise energy prices and disrupt global markets. Unrest, terrorist threats and the potential for war in the Middle East and elsewhere may increase market volatility across the globe. There have also been concerns about the relationship between China and other countries, including the surrounding Asian countries, which may potentially have economic effects. In particular, there is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. Economic conditions in China are sensitive to global economic conditions, as well as changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. The recent COVID-19 pandemic has also caused significant downward pressure for the global economy. Any severe or prolonged slowdown in the global or Chinese economy may materially and adversely affect our business, results of operations and financial condition.

Risks Related to Our Corporate Structure

We are a Cayman Islands holding company with no equity ownership in our VIEs and we conduct our operations in China primarily through our PRC subsidiaries, our VIEs and their subsidiaries. We have maintained contractual arrangements with our VIEs. Investors in our ADSs thus are not purchasing equity interest in our VIEs in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government finds that the agreements that establish the structure for operating our business do not comply with PRC laws and regulations, or if these regulations or their interpretations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. Our holding company, VIEs and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with our VIEs and, consequently, significantly affect the financial performance of our VIEs and our company as a whole. The PRC regulatory authorities could disallow the VIEs structure, which would likely result in a material adverse change in our operations, and our Class A ordinary shares or our ADSs may decline significantly in value.

Foreign ownership of certain internet related businesses is subject to restrictions under current PRC laws and regulations. For example, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider (subject to exceptions, such as platform e-commerce) and any such major foreign investors must have experience in providing value-added telecommunication services overseas and maintain a good track record, or the Qualification Requirements, in accordance with the Special Management Measures (Negative List) for the Access of Foreign Investment (2021 Edition), or the 2021 Negative List, the Regulations for Administration of Foreign-invested Telecommunications Enterprises, or the FITE Regulations, and other applicable PRC laws and regulations. On March 29, 2022, the State Council issued the Decision to Amend and Abolish Certain Administrative Regulations, makes amendments to the Foreign-invested Telecommunications Enterprises, or the FITE Regulations. The amendments include, among others, removing the Qualification Requirements for foreign investors that hold equity interest in PRC companies conducting value-added telecommunication service business as set out in the FITE Regulations. The amended FITE Regulations became effect on May 1, 2022. The MIIT issued the Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business, or the MIIT Circular, in July 2006. The MIIT Circular reiterated the regulations on foreign investment in telecommunications businesses, which require foreign investors to set up foreign invested enterprises and obtain business operating licenses for internet content provision to conduct any value-added telecommunications business in China. Under the MIIT Circular, a domestic company that holds an ICP license or EDI license is prohibited from leasing, transferring or selling the license to foreign investors in any form, and from providing any assistance, including providing resources, sites or facilities, to foreign investors that conduct value-added telecommunication business illegally in China.

We are a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises. Accordingly, none of these PRC subsidiaries is eligible to provide value-added telecommunication services in China.

As a result, we conduct such business activities through our VIEs, Beijing Secoo and Beijing Auction, each of which holds an ICP license and an EDI license. Beijing Auction and Beijing Secoo are 90% owned by Mr. Richard Rixue Li, our founder, director and chief executive officer, and 10% owned by Ms. Zhaohui Huang, our founder. Mr. Li and Ms. Huang are both PRC citizens. We have entered into a series of contractual arrangements with Beijing Auction and Beijing Secoo and their respective shareholders, which enable us to:

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

Because of these contractual arrangements, we are the primary beneficiary of Beijing Secoo and Beijing Auction and hence consolidate their financial results as our VIEs. For a detailed discussion of these contractual arrangements, see “Item 4.C. Organizational Structure — Contractual Arrangements with our Variable Interests Entities and their Shareholders.”

In the opinion of Han Kun Law Offices, our PRC legal counsel, (i) the ownership structures of Kutianxia, our PRC subsidiary, and Beijing Auction and Beijing Secoo, our VIEs in China, as of the date of this annual report, are not in violation of existing PRC laws and regulations; and (ii) the contractual arrangements between our PRC subsidiary, our VIEs, and their respective shareholders governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect.

However, we are a Cayman Islands holding company with no equity ownership in our VIEs and we conduct our operations in China primarily through our PRC subsidiaries, our VIEs and their subsidiaries. We have maintained contractual arrangements with our VIEs. Investors in our Class A ordinary shares or the ADSs thus are not purchasing equity interest in our VIEs in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government deems that our contractual arrangements with our VIEs do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. We may not be able to repay the notes and other indebtedness, and our shares may decline in value or become worthless, if we are unable to assert our contractual control rights over the assets of our VIEs, which contribute to 91.7%, 86.3% and 85.0% of our revenues in 2019, 2020 and 2021, respectively. Our holding company in the Cayman Islands, our VIEs, and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with our VIEs and, consequently, significantly affect the financial performance of our VIEs and our company as a whole.

However, our PRC legal counsel has also advised us that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules; accordingly, the PRC regulatory authorities may take a view that is contrary to the opinion of our PRC legal counsel. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or any of our VIEs is found to be in violation of any existing or future PRC laws or regulations, or fails to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures, including:

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

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

Although we believe we, our PRC subsidiaries and our VIEs comply with current PRC laws and regulations, we cannot assure you that the PRC government would agree that our 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. The PRC government has broad discretion in determining rectifiable or punitive measures for non-compliance with or violations of PRC laws and regulations. If the PRC government determines that we or our VIEs do not comply with applicable law, it could revoke our VIEs' business and operating licenses, require our VIEs to discontinue or restrict our VIEs' operations, restrict our VIEs' right to collect revenues, block our VIEs' websites, require our VIEs to restructure our operations, impose additional conditions or requirements with which our VIEs may not be able to comply, impose restrictions on our VIEs' business operations or on their customers, or take other regulatory or enforcement actions against our VIEs that could be harmful to their business. Any of these or similar occurrences could significantly disrupt our or our VIEs' business operations or restrict our VIEs from conducting a substantial portion of their business operations, which could materially and adversely affect our VIEs' business, financial condition and results of operations. If any of these occurrences results in our inability to direct the activities of any of our VIEs that most significantly impact its economic performance, and/or our failure to receive the economic benefits from any of our VIEs, we may not be able to consolidate these entities in our consolidated financial statements in accordance with U.S. GAAP.

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

Due to the restrictions on foreign ownership of internet-based business and auction sales business in China, we depend on contractual arrangements with our consolidated VIEs, Beijing Auction and Beijing Secoo, in which we have no ownership interest, to conduct certain aspects of our operation. We have relied and expect to continue to rely on contractual arrangements with Beijing Auction and Beijing Secoo and their shareholders to hold our ICP license as an internet information provider, our EDI license as an e-commerce transaction platform and our auction business permit, respectively. For a description of these contractual arrangements, see "Item 4.C. Organizational Structure—Contractual Arrangements with our Variable Interests Entities and their Shareholders." These contractual arrangements may not be as effective as direct ownership in providing us with control over our VIEs. For example, our VIEs and their respective shareholders could breach their contractual arrangements with us by, among other things, failing to conduct their operations, including maintaining our website and using the domain names and trademarks, in an acceptable manner or taking other actions that are detrimental to our interests.

If we had direct ownership of Beijing Auction and Beijing Secoo, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of Beijing Auction and Beijing Secoo, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by our VIEs and their respective shareholders of their obligations under the contracts to exercise control over our VIEs. However, the shareholders of our VIEs may not act in the best interests of our company or may not perform their obligations under these contracts. Such risks exist throughout the period in which we intend to operate our business through the contractual arrangements with our VIEs. We may replace the shareholders of our VIEs at any time pursuant to our contractual arrangements with them and their shareholders. However, if any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. See "Item 3.D. Risk Factors—Risks Related to Our Corporate Structure—Any failure by our VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business." Therefore, our contractual arrangements with our VIEs may not be as effective in ensuring our control over the relevant portion of our business operations as direct ownership would be.

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

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

All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in some other jurisdictions, such as the United States. See “Item 3.D. Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.” Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, and as a result it may be difficult to predict how an arbitration panel would view such contractual arrangements. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Additionally, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay. Furthermore, if Beijing Secoo, Beijing Auction or the shareholders of Beijing Secoo and Beijing Auction fail to perform their obligations under these contractual arrangements, which allow us to maintain effective control over Beijing Secoo and Beijing Auction, we may not be able to continue to consolidate the financial results and assets and liabilities of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. Furthermore, our inability to exert effective control may negatively affect our ability to conduct our business, which could materially and adversely affect our results of operations and financial condition.

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

Uncertainties exist with respect to the interpretation and implementation of the newly enacted PRC Foreign Investment Law and how it may impact the viability of our current corporate structure, corporate governance and business operations.

On January 1, 2020, the Foreign Investment Law and the Regulations for Implementation of the Foreign Investment Law, or the Implementation Regulations, came into effect and replaced the trio of prior 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 Foreign Investment Law and the Implementation Regulations embody 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. However, since they are relatively new, uncertainties still exist in relation to its interpretation and implementation. For instance, under the Foreign Investment Law, “foreign investment” refers to the investment activities directly or indirectly conducted by foreign individuals, enterprises or other entities in China. Though it does not explicitly classify contractual arrangements as a form of foreign investment, there is no assurance that foreign investment via contractual arrangement would not be interpreted as a type of indirect foreign investment activities under the definition in the future. In addition, the definition contains a catch-all provision which includes investments made by foreign investors through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. Therefore, it still leaves leeway for future laws, administrative regulations or provisions promulgated by the State Council to provide for contractual arrangements as a form of foreign investment. In any of these cases, it will be uncertain whether our contractual arrangements will be deemed to be in violation of the market access requirements for foreign investment under the PRC laws and regulations. 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 “—Risks Related to Our Corporate Structure” and Item 4.0 “—Organizational Structure.”

Furthermore, if future laws, administrative regulations or provisions prescribed by the State Council mandate further actions to be taken by companies with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. Failure to take timely and appropriate measures to cope with any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure, corporate governance and business operations.

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

Mr. Richard Rixue Li and Ms. Zhaohui Huang are the shareholders of each of our VIEs, Beijing Auction and Beijing Secoo. Mr. Richard Rixue Li is our founder, director and chief executive officer, while Ms. Zhaohui Huang is our founder. Mr. Richard Rixue Li and Ms. Zhaohui Huang holds 82.0% and 0.2% of the total voting rights of our company as of December 31, 2021, respectively, assuming the exercise of all outstanding options held by Mr. Richard Rixue Li and Ms. Zhaohui Huang as of such date. The equity interests of VIEs are legally held by Mr. Richard Rixue Li and Ms. Zhaohui Huang as nominee equity holders on behalf of us. The shareholders of Beijing Auction and Beijing Secoo may have potential conflicts of interest with us. We cannot assure that when conflicts of interest arise, either of the nominee equity holders will act in the best interests of the company or such conflicts will be resolved in the company's favor. These shareholders may breach, or cause our VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and our VIEs, which would have a material and adverse effect on our ability to effectively control our VIEs and receive substantially all the economic benefits from them. For example, the shareholders may be able to cause our agreements with Beijing Auction and Beijing Secoo to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company, except that we could exercise the purchase option under the exclusive option agreement with the nominee equity holders to request them to transfer all of their equity ownership in VIEs to a PRC entity or individual designated by us. Mr. Richard Rixue Li is also a director and executive officer of our company. We rely on Mr. Li to abide by the laws of the Cayman Islands and the PRC, which provide that directors owe fiduciary duties to the company that require them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. If we cannot resolve any conflict of interest or dispute between us and the shareholders of Beijing Auction and Beijing Secoo, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

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

We are a holding company, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries like Kutianxia for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If these subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. In addition, the PRC tax authorities may require Kutianxia to adjust its taxable income under the contractual arrangements it currently has in place with our VIEs in a manner that would materially and adversely affect its ability to pay dividends and other distributions to us. See "Item 3.D. Risk Factors—Risks Related to Our Corporate Structure—Contractual arrangements in relation to our VIEs may be subject to scrutiny by the PRC tax authorities and they may determine that we or our PRC VIEs owe additional taxes, which could negatively affected our financial condition and the value of your investment."

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

Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See also "Item 3.D. Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders."

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

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

Any loans to our wholly foreign-owned subsidiaries in China, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to our wholly foreign-owned subsidiaries in China to finance their activities cannot exceed statutory limits and must be filed with the State Administration of Foreign Exchange, or SAFE. The statutory limit for the total amount of foreign debts of a foreign-invested company is the difference between the amount of total investment and the amount of registered capital of such foreign-invested company. According to two notices respectively issued by the People's Bank of China and/or SAFE regarding foreign debt on January 11, 2017 and January 7, 2021, the maximum amount of foreign debt that each of our PRC subsidiaries or consolidated VIEs or other PRC domestic entities is allowed to borrow is 2 times of their respective net assets. Pursuant to these notices, within a one-year grace period starting from January 11, 2017, the statutory limit for the total amount of foreign debt of a foreign-invested company, which is subject to its own election, is either the difference between the amount of total investment and the amount of registered capital of such foreign-invested company, or 2 times of its net assets. Although the one-year grace period has expired, the statutory limit is still subject to the notices in practice. With respect to our consolidated VIEs or other domestic PRC entities, the limit for the total amount of foreign debt is 2 times of their respective net assets pursuant to the notices.

We may also finance our PRC wholly foreign-owned subsidiaries by means of capital contributions, in which case such subsidiaries are required to register the details of the capital contribution with the local counterparts of the SAMR, and submit a report on the capital contribution via the online enterprise registration system to the Ministry of Commerce. Meanwhile, we are not likely to finance the activities of our consolidated VIEs by means of capital contributions given the restrictions on foreign investment in the businesses that are currently conducted by our consolidated VIEs.

SAFE issued SAFE Circular No. 19, which took effect on June 1, 2015. SAFE Circular No. 19 allows for the use of RMB converted from the foreign currency-denominated capital for equity investments in the PRC. Foreign-invested enterprises' use of the converted RMB for purposes beyond the business scope, for entrusted loans or for inter-company RMB loans, however, are subject to SAFE restrictions under SAFE Circular No. 19. On June 9, 2016, the SAFE promulgated the Circular on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, or SAFE Circular No. 16. SAFE Circular No. 16 stipulates that the use of capital by foreign-invested enterprises, or FIEs shall follow "the principle of authenticity and self-use" within the business scope of such FIEs. The capital of an FIE and capital in RMB obtained by the FIE from foreign exchange settlement shall not be used for the following purposes: (i) directly or indirectly used for payment beyond the business scope of the enterprises or the payment prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities or investments other than banks' principal-secured products unless otherwise provided by relevant laws and regulations; (iii) the granting of loans to nonaffiliated enterprises, except where it is expressly permitted in the business license; and (iv) paying the expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises). On October 23, 2019, the SAFE issued the Circular on Further Promoting Cross-border Trade and Investment Facilitation, or SAFE Circular No. 28. Among others, SAFE Circular No. 28 relaxes prior restrictions and allows foreign-invested enterprises that do not have equity investments in their approved business scope to use their capital obtained from foreign exchange settlement to make domestic equity investments as long as the investments are real and in compliance with the foreign investment-related laws and regulations.

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 filings on a timely basis, if at all, with respect to future loans by us to our PRC subsidiaries or VIEs or with respect to future capital contributions by us to our PRC subsidiaries. If we fail to complete such registrations or filings, our ability to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

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

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

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

As part of the contractual arrangements with Beijing Auction and Beijing Secoo, their shareholders and their subsidiaries, Beijing Auction and Beijing Secoo and their subsidiaries hold operating permits and licenses and substantially all of the assets that are important to the operation of our business, including our ICP license, EDI license, auction license, domain names and trademarks. We expect to continue to be dependent on Beijing Auction and Beijing Secoo and its subsidiaries to operate our business in China. If Beijing Auction and Beijing Secoo go bankrupt and all or part of their assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which would materially and adversely affect our business, financial condition and results of operations. Under the contractual arrangements, Beijing Auction and Beijing Secoo may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in their business without our prior consent. If Beijing Auction and Beijing Secoo undergo a voluntary or involuntary liquidation proceeding, their equity holders or unrelated third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which would materially and adversely affect our business, our ability to generate revenues and the market price of our ADSs.

Risks Related to Doing Business in China

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

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

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

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy, and the growth of the Chinese economy has slowed down in recent years, especially in light of the challenges the global economy is facing due to the COVID-19 global pandemic. The Chinese government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may have a negative effect on us. For example, our financial condition and results of operations may be adversely affected by government control over capital investments or changes in tax regulations. In addition, in the past the Chinese government has implemented certain measures, including interest rate increases, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

The PRC government's significant oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our ADSs.

We conduct our business primarily in China. Our operations in China are governed by PRC laws and regulations. The PRC government has significant oversight and discretion over the conduct of our business, and may intervene or influence our operations as the government deems appropriate to advance regulatory and societal goals and policy positions. The PRC government has recently published new policies that significantly affected certain industries and we cannot rule out the possibility that it will in the future release regulations or policies that directly or indirectly affect our industry or require us to seek additional permission to continue our operations, which could result in a material adverse change in our operation and/or the value of our ADSs. Therefore, investors of our company and our business face potential uncertainty from actions taken by the PRC government affecting our business.

Pursuant to Cybersecurity Review Measures, network platform operators holding over one million users' personal information must apply with the Cybersecurity Review Office for a cybersecurity review before any public listing at a foreign stock exchange. The cybersecurity review will evaluate, among others, the risk of critical information infrastructure, core data, important data, or a large amount of personal information being affected, controlled or maliciously used by foreign governments and the cyber information security risk in connection with the listing. Although our securities have been listed on NASDAQ, given the Cybersecurity Review Measures were recently promulgated, there are substantial uncertainties as to the interpretation, application and enforcement of the Cybersecurity Review Measures. On November 14, 2021, the CAC published the Administration Regulations on Cyber Data Security (Draft for Comments), the Draft Regulations, which reiterates the circumstances under which data processors shall apply for cybersecurity review, including, among others, (i) the data processors who process personal information of at least one million users apply for foreign listing; and (ii) the data processors' listing in Hong Kong affects or may possibly affect national security. There is no timetable as to when such draft measures will be enacted. As such, it remains unclear whether the formal version adopted in the future will have any further material changes, it is uncertain how the measures will be enacted, interpreted or implemented and how they will affect us.

The PCAOB is currently unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections over our auditor deprives our investors with the benefits of such inspections.

Our auditor, the independent registered public accounting firm that issues the audit report included elsewhere in this annual report, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess its compliance with the applicable professional standards. Since our auditor is located in China, a jurisdiction where the PCAOB has been unable to conduct inspections without the approval of the Chinese authorities, our auditor is not currently inspected by the PCAOB. As a result, we and investors in our ADS are deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China makes it more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit procedures or quality control procedures as compared to auditors outside of China that are subject to the PCAOB inspections, which could cause investors and potential investors in our ADSs to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

Our ADSs will be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, in 2024 if the PCAOB is unable to inspect or fully investigate auditors located in China, or in 2023 if proposed changes to the law are enacted. The delisting of our ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.

The Holding Foreign Companies Accountable Act, or the HFCAA, was signed into law on December 18, 2020. The HFCAA states if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection for the PCAOB for three consecutive years beginning in 2021, the SEC shall prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB is unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong. The PCAOB identified our auditor as one of the registered public accounting firms that the PCAOB is unable to inspect or investigate completely.

Whether the PCAOB will be able to conduct inspections of our auditor before the issuance of our financial statements on Form 20-F for the year ending December 31, 2023 which is due by April 30, 2024, or at all, is subject to substantial uncertainty and depends on a number of factors out of our, and our auditor's, control. If our shares and ADSs are prohibited from trading in the United States, there is no certainty that we will be able to list on a non-U.S. exchange or that a market for our shares will develop outside of the United States. Such a prohibition would substantially impair your ability to sell or purchase our ADSs when you wish to do so, and the risk and uncertainty associated with delisting would have a negative impact on the price of our ADSs. Also, such a prohibition would significantly affect our ability to raise capital on terms acceptable to us, or at all, which would have a material adverse impact on our business, financial condition, and prospects.

On June 22, 2021, the U.S. Senate passed a bill which would reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA from three years to two. On February 4, 2022, the U.S. House of Representatives passed a bill which contained, among other things, an identical provision. If this provision is enacted into law and the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA is reduced from three years to two, then our shares and ADSs could be prohibited from trading in the United States in 2023.

The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.

The Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, requires an overseas special purpose vehicle formed for listing purposes through acquisitions of PRC domestic companies and controlled by PRC persons or entities to obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange. The interpretation and application of the regulations remain unclear, and our future offshore offerings may ultimately require approval of the CSRC. If the CSRC approval is required, it is uncertain whether we can or how long it will take us to obtain the approval and, even if we obtain such CSRC approval, the approval could be rescinded. Any failure to obtain or delay in obtaining the CSRC approval for any of our offshore offerings, or a rescission of such approval if obtained by us, would subject us to sanctions imposed by the CSRC or other PRC regulatory authorities, which could include fines and penalties on our operations in China, restrictions or limitations on our ability to pay dividends outside of China, and other forms of sanctions that may materially and adversely affect our business, financial condition, and results of operations.

On July 6, 2021, the relevant PRC government authorities issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies. As a follow-up, on December 24, 2021, the State Council issued a draft of the Provisions of the State Council on the Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Provisions, and the CSRC issued a draft of Administration Measures for the Filing of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Administration Measures, for public comments.

The Draft Provisions and the Draft Administration Measures propose to establish a new filing-based regime to regulate overseas offerings and listings by domestic companies. According to the Draft Provisions and the Draft Administration Measures, an overseas offering of stocks, depository receipts, convertible corporate bond, or other equity securities, and overseas listing of these securities for trading by a domestic company, whether directly or indirectly, shall be filed with the CSRC. Specifically, the examination and determination of an indirect offering and listing will be conducted on a substance-over-form basis, and an offering and listing shall be considered as an indirect overseas offering and listing by a domestic company if the issuer meets the following conditions: (i) the operating income, gross profit, total assets, or net assets of the domestic enterprise in the most recent fiscal year was more than 50% of the relevant line item in the issuer's audited consolidated financial statement for that year; and (ii) senior management personnel responsible for business operations and management are mostly PRC citizens or are ordinarily resident in the PRC, and the main place of business is in the PRC or carried out in the PRC. According to the Draft Administration Measures, the issuer or its affiliated domestic company, as the case may be, shall file with the CSRC for its initial public offering, follow-on offering and other equivalent offering activities. Particularly, the issuer shall submit the filing with respect to its initial public offering and listing within three business days after its initial filing of the listing application, and submit the filing with respect to its follow-on offering within three business days after completion of the follow-on offering. Failure to comply with the filing requirements may result in fines to the relevant domestic companies, suspension of their businesses, revocation of their business licenses and operation permits and fines on the controlling shareholder and other responsible persons. The Draft Administration Measures also sets forth certain regulatory red lines for overseas offerings and listings by domestic enterprises. For more details of the Draft Provisions and the Draft Administration Measures, please refer to "Item 4.B. Business Overview—Regulations—Regulations Relating to Overseas Listing and M&A."

As of the date of this annual report, the Draft Provisions and the Draft Administration Measures were released for public comment only. There are uncertainties as to whether the Draft Provisions and the Draft Administration Measures would be further amended, revised or updated. Substantial uncertainties exist with respect to the enactment timetable and final content of the Draft Provisions and the Draft Administration Measures. As the CSRC may formulate and publish guidelines for filings in the future, the Draft Administration Measures does not provide for detailed requirements of the substance and form of the filing documents. In a Q&A released on its official website, the respondent CSRC official indicated that the proposed new filing requirement will start with new companies and the existing companies seeking to carry out activities like follow-on financing. As for the filings for the existing companies, the regulator will grant adequate transition period and apply separate arrangements. The Q&A also addressed the contractual arrangements and pointed out that if relevant domestic laws and regulations have been observed, companies with compliant VIE structure may seek overseas listing after completion of the CSRC filings. Nevertheless, it does not specify what qualify as compliant VIE structures and what relevant domestic laws and regulations are required to be complied with. Given the substantial uncertainties surrounding the latest CSRC filing requirements at this stage, we cannot assure you that we will be able to complete the filings and fully comply with the relevant new rules on a timely basis, if at all.

Relatedly, on December 27, 2021, the NDRC and the Ministry of Finance, or the MOC, jointly issued the Special Administrative Measures (Negative List) for Foreign Investment Access (2021 Version), or the 2021 Negative List, which will become effective on January 1, 2022. Pursuant to such Special Administrative Measures, if a domestic company engaging in the prohibited business stipulated in the 2021 Negative List seeks an overseas offering and listing, it shall obtain the approval from the competent governmental authorities. Besides, the foreign investors of the company shall not be involved in the company's operation and management, and their shareholding percentage shall be subject, mutatis mutandis, to the relevant regulations on the domestic securities investments by foreign investors. As the 2021 Negative List is relatively new, there remain substantial uncertainties as to the interpretation and implementation of these new requirements, and it is unclear as to whether and to what extent listed companies like us will be subject to these new requirements. If we are required to comply with these requirements and fail to do so on a timely basis, if at all, our business operation, financial conditions and business prospect may be adversely and materially affected.

In addition, we cannot assure you that any new rules or regulations promulgated in the future will not impose additional requirements on us. If it is determined in the future that approval and/or filing from the CSRC or other regulatory authorities or other procedures, including the cybersecurity review under the Cybersecurity Review Measures and the Draft Regulations on the Network Data Security, are required for our future offshore offerings, it is uncertain whether we can or how long it will take us to obtain such approval or complete such filing procedures and any such approval or filing could be rescinded or rejected. Any failure to obtain or delay in obtaining such approval or completing such filing procedures, or a rescission of any such approval or filing if obtained by us, would subject us to sanctions by the CSRC or other PRC regulatory authorities for failure to seek CSRC approval or filing or other government authorization for our offshore offerings. These regulatory authorities may impose fines and penalties on our operations in China, limit our ability to pay dividends outside of China, limit our operating privileges in China, delay or restrict the repatriation of the proceeds from our offshore offerings into China or take other actions that could materially and adversely affect our business, financial condition, results of operations, and prospects, as well as the trading price of our listed securities. The CSRC or other PRC regulatory authorities also may take actions requiring us, or making it advisable for us, to halt our offshore offerings before settlement and delivery of the shares offered. Consequently, if investors engage in market trading or other activities in anticipation of and prior to settlement and delivery, they do so at the risk that settlement and delivery may not occur. In addition, if the CSRC or other regulatory authorities later promulgate new rules or explanations requiring that we obtain their approvals or accomplish the required filing or other regulatory procedures for our prior offshore offerings, we may be unable to obtain a waiver of such approval requirements, if and when procedures are established to obtain such a waiver. Any uncertainties or negative publicity regarding such approval requirement could materially and adversely affect our business, prospects, financial condition, reputation, and the trading price of our ADSs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Companies operating in China are required to participate in various government sponsored employee benefit plans, including certain social insurance, housing funds and other welfare-oriented payment obligations, and contribute to the plans in amounts equal to certain percentages of salaries, including bonuses and allowances, of employees up to a maximum amount specified by the local government from time to time at locations where they operate their businesses. The requirement of employee benefit plans has not been implemented consistently by the local governments in China given the different levels of economic development in different locations. If we fail to make contributions to various employee benefit plans and comply with applicable PRC labor-related laws, we may be subject to late payment penalties and required to make up the contributions for these plans. If we are subject to late fees or fines in relation to the underpaid employee benefits, our financial condition and results of operations may be adversely affected.

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

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

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

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of Renminbi 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. We cannot assure you that Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between Renminbi and the U.S. dollar in the future.

Any significant appreciation or depreciation of Renminbi may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our ADSs in U.S. dollars. For example, to the extent that we need to convert U.S. dollars we receive from our initial public offerings or convertible senior notes offering into Renminbi for our operations, appreciation of the Renminbi against the U.S. dollar would have an adverse effect on the Renminbi amount we would receive from the conversion. Conversely, if we decide to convert our Renminbi into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the Renminbi would have a negative effect on the U.S. dollar amount available to us.

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

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

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

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

PRC regulations and rules concerning mergers and acquisitions including the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, adopted by six PRC regulatory agencies in 2006 and amended in 2009, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time consuming and complex. For example, the M&A Rules require that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that have or may have impact on the national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds a famous trademark or PRC time-honored brand. Mergers, acquisitions or contractual arrangements that allow one market player to take control of or to exert decisive impact on another market player must also be notified in advance to the Ministry of Commerce when the threshold under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, or the Prior Notification Rules, issued by the State Council in August 2008 is triggered. In addition, the security review rules issued by the Ministry of Commerce that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise “national defense and security” concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise “national security” concerns are subject to strict review by the Ministry of Commerce, and the rules prohibit any activities attempting to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the above-mentioned regulations and other relevant rules to complete such transactions could be time consuming, and any required approval processes (if any), including obtaining approval from the Ministry of Commerce or its local counterparts may delay or inhibit our ability to complete such transactions, which could affect our ability to further expand our business or maintain our market share. It is unclear whether our business would be deemed to be in an industry that raises “national defense and security” or “national security” concerns. However, the Ministry of Commerce or other government agencies may publish explanations in the future determining that our business is in an industry subject to the security review, in which case our future acquisitions in the PRC, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited. Our ability to expand our business or maintain or expand our market share through future acquisitions would as such be materially and adversely affected.

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

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

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

SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Circular No. 13, in February 2015, which took effect on June 1, 2015. SAFE Circular No. 13 amended SAFE Circular No. 37 requiring PRC residents or entities to register with qualified banks rather than SAFE or its local branch, in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing. In the event that a PRC resident holding interests in a special purpose vehicle fails to complete the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiaries. Furthermore, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

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

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

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

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

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

It may be difficult for overseas regulators to conduct investigation or collect evidence within China.

Shareholder claims or regulatory investigation that are common in the United States generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the United States may not be efficient in the absence of mutual and practical cooperation mechanism. Furthermore, according to Article 177 of the PRC Securities Law, or Article 177, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigation or evidence collection activities within the territory of the PRC. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigation or evidence collection activities within China may further increase difficulties faced by you in protecting your interests.

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

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

We believe Secoo Holding Limited is not a PRC resident enterprise for PRC tax purposes. See “Item 5. Operating and Financial Review and Prospects—Taxation—PRC.” However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.” If the PRC tax authorities determine that Secoo Holding Limited is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax unless a reduced rate is available under an applicable tax treaty, from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to PRC tax on gains realized on the sale or other disposition of ADSs or Class A ordinary shares, if such income is treated as sourced from within the PRC. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends or gains obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of Secoo Holding Limited would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that Secoo Holding Limited is treated as a PRC resident enterprise.

In addition, over the years, we have accrued taxes payable. If we are subject to penalties in relation to the due and unpaid taxes payable, our liquidity, financial condition and results of operations may be adversely affected.

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

The PRC tax authorities have enhanced their scrutiny over the direct or indirect transfer of equity interests in a PRC resident enterprise by a non-resident enterprise by promulgating and implementing the Notice on Issues Concerning Process of Enterprise Income Tax in Enterprise Restructuring Business, or SAT Circular 59, promulgated by PRC Ministry of Finance and SAT in April, 2009, the Announcement of the SAT on Several Issues Concerning the Enterprise Income Tax on Indirect Property Transfer by Non-Resident Enterprises, or Public Notice 7, promulgated by the SAT in February 2015 and the Bulletin of SAT on Issues Concerning the Withholding of Non-resident Enterprise Income Tax at Source, or the Bulletin 37, promulgated by the SAT in October, 2017.

According to Public Notice 7, if a non-resident enterprise transfers the equity interests of a PRC resident enterprise indirectly by transfer of the equity interests of an offshore holding company (other than a purchase and sale of shares issued by a PRC resident enterprise in public securities market) without a reasonable commercial purpose, the PRC tax authorities have the power to reassess the nature of the transaction and the indirect equity transfer will be treated as a direct transfer. As a result, the gain derived from such transfer, which means the equity transfer price less the cost of equity, will be subject to PRC withholding tax at a rate of up to 10%. Under the terms of Public Notice 7, the transfer which meets all of the following circumstances shall be directly deemed as having no reasonable commercial purposes: (i) over 75% of the value of the equity interests of the offshore holding company are directly or indirectly derived from PRC taxable properties; (ii) at any time during the year before the indirect transfer, over 90% of the total properties of the offshore holding company are investments within PRC territory, or in the year before the indirect transfer, over 90% of the offshore holding company's revenue is directly or indirectly derived from PRC territory; (iii) the function performed and risks assumed by the offshore holding company are insufficient to substantiate its corporate existence; or (iv) the foreign income tax imposed on the indirect transfer is lower than the PRC tax imposed on the direct transfer of the PRC taxable properties.

The Bulletin 37, which, among others, repeals the Notice on Strengthening the Administration of the Enterprise Income Tax concerning Proceeds from Equity Transfers by Non-resident Enterprises, or Circular 698, which became retroactively effective on January 1, 2008 and certain rules stipulated in Public Notice 7 on December 1, 2017. The Bulletin 37 further details and clarifies the tax withholding methods in respect of income of non-resident enterprises.

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

The PRC tax authorities have discretion under SAT Circular 59, Public Notice 7 and Bulletin 37 to make adjustments to the taxable capital gains based on the difference between the fair value of the equity interests transferred and the cost of investment. We may pursue acquisitions in the future that involve complex corporate structures. If we are considered a non-resident enterprise under the PRC Enterprise Income Tax Law and if the PRC tax authorities make adjustments to the taxable income of these transactions under SAT Circular 59, Public Notice 7 and Bulletin 37, our income tax expenses associated with such potential acquisitions will be increased, which may have an adverse effect on our financial condition and results of operations.

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

The PRC Labor Contract Law became effective and was implemented on January 1, 2008 and was further amended in 2012. It has reinforced the protection of employees who, under the PRC Labor Contract Law, have the right, among others, to have written labor contracts, to enter into labor contracts with no fixed terms under certain circumstances, to receive overtime wages and to terminate or alter terms in labor contracts. According to the PRC Social Insurance Law, which became effective on July 1, 2011 and was further amended on December 29, 2018, and the Administrative Regulations on the Housing Funds, which became effective on April 3, 1999 and was subsequently amended on March 24, 2002 and March 24, 2019, employees are required to participate in pension insurance, work-related injury insurance, medical insurance, unemployment insurance, maternity insurance and housing funds, and the employers must pay all or a portion of the social insurance premiums and housing funds for such employees.

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

Risks Related to our American Depositary Shares

The trading prices of our ADSs and common shares have been and are likely to continue to be volatile, which could result in substantial losses to holders of our common shares and/or ADSs.

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

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

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

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

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

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

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

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

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

Sales of our ADSs in the public market could cause the market price of our ADSs to decline. Such sales also might make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate. If any existing shareholder or shareholders sell a substantial amount of ADSs, the prevailing market price for our ADSs could be adversely affected. In addition, if we pay for our future acquisitions in whole or in part with additionally issued ordinary shares, your ownership interests in our company would be diluted and this, in turn, could have a material and adverse effect on the price of our ADSs.

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

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

Except in limited circumstances, the depositary for our ADSs will give us a discretionary proxy to vote the Class A ordinary shares underlying your ADSs if you do not give voting instructions to the depositary to direct how the Class A ordinary shares underlying your ADSs are voted, which could adversely affect your interests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As a Cayman Islands company listed on the NASDAQ Global Market, we are subject to the NASDAQ Global Market corporate governance listing standards. However, the Nasdaq Global Market rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the NASDAQ Global Market corporate governance listing standards. We rely on home country practice exemption with respect to the requirement for annual shareholders meetings and did not hold an annual shareholders meeting in 2021. We may also opt to rely on additional home country practice exemptions in the future. As a result, our shareholders may be afforded less protection than they would otherwise enjoy under the NASDAQ Stock Market corporate governance listing standards applicable to U.S. domestic issuers.

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

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

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

Based on our current income and assets and the value of our ADSs, we do not believe that we were a PFIC for our taxable year ending December 31, 2021 and we do not expect to be classified as a PFIC or in the foreseeable future. While we do not anticipate becoming a PFIC, changes in the nature of our income or assets, or fluctuations in the market price of our ADSs, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our market capitalization, which may fluctuate over time. Among other factors, if our market capitalization declines, we may become classified as a PFIC for future taxable years. In addition, if it were determined that that we are not the beneficial owner of our VIEs for U.S. federal income tax purposes, we may be treated as a PFIC for our current taxable year and in future taxable years.

If we are classified as a PFIC for any year during which a U.S. Holder (as defined in “Item 10.E. Additional Information—Taxation—U.S. Federal Income Tax Considerations”) holds our ADSs or ordinary shares, such U.S. Holder may incur significantly increased U.S. federal income tax on gain recognized on the sale or other disposition of our ADSs or ordinary shares and on the receipt of distributions on our ADSs or ordinary shares to the extent such gain or distribution is treated as an “excess distribution” under the U.S. federal income tax rules. If we are so classified during a U.S. Holder’s holding period, our ADSs or ordinary shares will generally continue to be treated as shares in a PFIC for all succeeding years during which such U.S. Holder holds our ADSs or ordinary shares, even if we cease to be a PFIC, unless certain elections are made. See the discussion under “Item 10.E. Additional Information—Taxation U.S. Federal Income Tax Considerations—Passive Foreign Investment Company Rules” concerning the U.S. federal income tax considerations of an investment in our ADSs or ordinary shares if we are or become classified as a PFIC, including the possibility of making certain elections.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Business Development

In February 2008, Mr. Richard Rixue Li and Ms. Zhaohui Huang, our Founders, formed Hong Kong Secoo Investment Group Limited, or Hong Kong Secoo, in Hong Kong as a holding company. Our Founders also formed Beijing Secoo Trading Limited, or Beijing Secoo, in Beijing, China in April 2009. We commenced our current upscale product retail business under our Secoo brand through Beijing Secoo in 2011. We opened our first offline experience center in Beijing in January 2011 and launched our website in April in the same year. Our mobile application was launched in December 2013. In 2015 and 2016, we opened four offline experience centers located in Shanghai, Chengdu, Hong Kong and Malaysia. In 2017, we opened three offline experience centers located in Qingdao, Xiamen and Tianjin. We launched Secoo Check in April 2016, which allows customers to make payments for our merchandise products in installments. Since 2016, we have successfully expanded our supply arrangements with top global brands. For example, in 2016, we began collaboration with Tod’s, under which Tod’s makes customized products exclusively for us. We became an authorized online retailer for Versace and Salvatore Ferragamo in China in November 2016 and February 2017, respectively. During 2017 and 2018, we expanded our collaboration with top brands, such as Armani, Mulberry and Stella McCartney. In July 2017, we expanded our strategic cooperation relationship with Country Garden, one of China’s largest real estate developers, planning to build themed villages and physical Secoo stores as well as in the areas of hotel operation and collaborate in real estate marketing

In January 2018, we formed a strategic alliance with Parkson Group, one of China’s largest department stores, aiming to integrate both respective resources and build an integrated new retail business model. We formed strategic partnerships with L Catterton Asia, the Asian unit of the largest and most global consumer-focused private equity firm in the world, and [JD.com](#), China’s largest retailer, aiming to boost Secoo’s presence and network in the luxury industry. In March 2018, we formed a strategic partnership with Caissa Travel to jointly develop luxurious tourism products. In September 2018, we entered into a strategic partnership agreement with SASSEUR Group, an operator of outlet malls, to leverage respective resources and expertise to develop omni-channel retail networks, increase our market presence. In October 2018, we signed cooperation agreement with British department store brand Liberty London to launch an online shop in China for Liberty London’s luxury goods.

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In August 2018, we issued a convertible note to Great World Lux Pte. Ltd, or Great World, in an aggregate principal amount of up to US\$175.0 million, or the Original Note, together with a warrant entitling Great World to purchase certain of our ADSs. The principal amount outstanding under the Original Note bears interest at an aggregate compounded rate of 8% per annum until August 8, 2021, or such earlier time as the Original Note is repurchased or converted subject to the terms specified therein. The initial conversion price is US\$13.00 per ADS. Great World is entitled to purchase 500,000 ADSs from us at an exercise price of US\$18.00 per ADS.

In March 2019, Secoo formed a strategic collaboration with Italian's well-known luxury fashion online retailer, LuisaViaRoma.com (LVR) to offer a selection of European luxury fashion brands on our platform. In June 2019, we started cooperation with the Prada Group to offer Prada and Miu Miu products following Prada's strategy based on distribution control and brand image protection.

In June 2020, we and Qudian, Inc. (NYSE: QD) (together with its affiliates, "Qudian"), a leading technology platform empowering the enhancement of online consumer finance experience in China, entered into a share purchase agreement, pursuant to which Qudian has agreed to purchase a total of up to 10,204,082 newly issued Class A ordinary shares of Secoo for an aggregate purchase price of up to US\$100.0 million, reflecting a per share purchase price of US\$9.80. During 2020, we have issued, sold and delivered to Qudian 10,204,082 Class A ordinary shares for which we have received US\$100.0 million. In addition, Secoo and Qudian also entered into a business cooperation agreement, which sets forth the key areas for the two companies' strategic cooperation in the online luxury e-commerce business space.

Benefited by the construction of Hainan Free Trade Port, and based on our business strategic development, in May 2021, we started operating Secoo Yangpu Bonded Warehouse.

The Original Note matured on August 8, 2021 without any redemption, repurchase or conversion.

On March 4, 2022, we and Great World entered into a refinancing agreement. Pursuant to the refinancing agreement, we and Great World have agreed to refinance the Original Note. On April 19, 2022, we issued the two-year guaranteed secured note to Great World with the principal amount of US\$217.7 million (equivalent to RMB1,387.6 million), or the New Note, to replace the Original Note. Also on April 19, 2022, each of our subsidiaries signed a guarantee agreement and a subordination agreement to secure our obligations under the New Note.

Corporate History

In September, 2020, we established the cooperation relationship with Moutai, a leading Chinese liquor brand, to help us further penetrate into the market of high-end Chinese liquor. As part of our collaboration, the 53-degree Feitian Moutai products were officially launched on our online platform.

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

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

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

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

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

In December 2015, we incorporated Kuxin Tianxia (Tianjin) E-commerce Limited in Tianjin, China. Kuxin Tianxia (Tianjin) E-commerce Limited is wholly owned by Hong Kong Secoo and has been deregistered in February 2021.

In February 2017, we incorporated Yichun Secoo E-commerce Limited in Jiangxi, China. Yichun Secoo E-commerce Limited is wholly owned by Shanghai Secoo E-commerce Limited and primarily operates e-commerce business in China.

These contractual arrangements allow us to:

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

As a result of these contractual arrangements, we are the primary beneficiary of Beijing Secoo and Beijing Auction, and we treat them as our VIEs under U.S. GAAP. We have consolidated the financial results of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. If Beijing Secoo, Beijing Auction or the shareholders of Beijing Secoo and Beijing Auction fail to perform their obligations under these contractual arrangements, which allow us to maintain effective control over Beijing Secoo and Beijing Auction, we may not be able to continue to consolidate the financial results and assets and liabilities of Beijing Secoo and Beijing Auction and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. Furthermore, our inability to exert effective control over Beijing Secoo and Beijing Auction may negatively affect our ability to conduct our business, which could materially and adversely affect our results of operations and financial condition.

See “Item 3.D. Risk Factors — Risks Related to Our Corporate Structure — Any failure by our VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.”

B. Business Overview

We are Asia’s leading online integrated upscale products and services platform. We value our customers and members as our greatest assets. We offer them a wide selection of authentic upscale products and lifestyle services to satisfy different needs of the modern lifestyle. We offer an integrated online and offline shopping platform, which consists of our [Secoo.com](#) website, mobile applications and offline experience centers. Our online platform facilitates easy product selection, order processing and convenient payment methods, such as our Secoo Check, which allows customers to make payments for our merchandise products in installments on our online platform directly. We complement our online platform with offline experience centers to provide superior customer and membership services and experience. We have strategically opened four offline experience centers as of the date of this annual report in popular shopping destinations and central business districts in China and Malaysia which have strengthened our Secoo brand credibility and enhanced our brand presence. In addition, we are cooperating with brand boutiques such as Versace boutiques for our customers to pick up products ordered on our online platform in their stores. We also launched live streaming shopping channel, featuring trendy and upscale livestream shopping programs in direct collaboration with brands such as Prada and Versace, in-store livestream shopping across the globe, airing of live fashion shows and fashion wearing style live stream.

Our Business Model

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

We offer an extensive selection of upscale products for everyone's needs on our platform, including watches, bags, clothing, footwear, jewelry and accessories, cosmetics and skincare, 3C products, and home accessories. In addition, we have expanded our offerings of high-end lifestyle services to satisfy the needs of modern lifestyle since 2014, such as sports events. We believe that expanding our product offerings helps optimize customers' shopping experience, diversify our revenue sources and further improve our economies of scale. The continuous expansion of our strategic alliances with leading partners in the consumer luxury goods and lifestyle services is our core strategy that helps to increase our brand awareness and to further diversify our portfolios of merchandise and lifestyle services. With our extensive network of suppliers, we are able to obtain a wide selection of product categories and services at favorable terms. Our "Secoo Discovery" channel also serves as a forum for users for information related to fashion trends and lifestyle news. Our user-generated contents cover a variety of topics, such as sartorial tips for various occasions and product reviews. Leveraging these user-generated data and big-data technology, we analyze consumer habits, preferences and demand of our upscale customers in order to provide a great luxury shopping experience to our customers. We thrive to enhance our reputation as the destination for luxury products and lifestyle in China. Our business model creates significant value to our business partners, including third-party sellers and suppliers, cooperation brands, and ultimately benefit our business and customers.

Our Platform

Our platform consists of both online and offline platforms. Our online platforms include [Secoo.com](#) website and mobile applications. Our offline experience centers complement our online platforms to provide superior customer services and experience.

Online Platform

We offer a comprehensive range of upscale products and services through our online platform. We generated 94.9%, 98.8% and 99.5% of our total GMV through our online platform in 2019, 2020 and 2021, respectively. Integrating convenience, aesthetics and functionality, our online platform aims to actively drive consumer spending by featuring a strategically selected catalog of popular items. We focus on creating an enjoyable online shopping experience for our customers whereby their purchase decisions are guided by detailed product descriptions, multi-angle picture illustrations and educational fashion literature. Our online platform interface is fully integrated with our warehouse management system, or WMS, enabling us to track order and delivery status of each individual product on a real-time basis.

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

- *Comprehensive product information:* Each product page contains product pictures, price, discount from the suggested retail price, detailed product parameters, customer reviews and payment and delivery options. Depending on the product, we provide additional information such as brand story and product condition to help customers make informed purchase decisions (to steer customers towards additional products in which they may be interested).
- *Product recommendations:* Our business intelligence system generates recommendations of additional products in which our customers may be interested. These recommendations come in two forms: each product page typically includes recommendations for complimentary products that are often purchased together; and our website offers tailored product recommendations to customers based on their browsing and purchase histories. On our mobile application, we carefully select products that we believe are better suited for mobile commerce to cater to the faster purchase decision-making speed of mobile users. We periodically notify our mobile application users of sales events and promotions through text messages and mobile push notifications.
- *Sales Functionalities:* Our customers can conveniently leave their reviews of the products at the end of the product page based on their feedback of the products. Our customers can also share their shopping experiences with us on various social media platforms and networking websites through links on the product page. We have launched some of our sales events a few hours earlier on our mobile applications and offered selected products and sales events exclusively on our mobile applications to further boost mobile traffic and purchases. To enhance customer loyalty, increase cross-selling opportunities and help customers make informed purchase decisions, our online platform also features literature on fashion trends, wardrobe tips and product recommendations, such as Tiaoli.

- *Personalized Services:* We offer personalized services via our account management system, which allows our customers to customize their payment and delivery preferences. To facilitate the ease of the checkout process for our repeat customers, our database keeps track of their preferred delivery address, shipping method and payment option based on information they previously provided. Additionally, the direct dial feature on our mobile applications allows our mobile application users to call our customer service representatives with a single click.

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

- Through customization, we offer our customers with custom-made products that are specially made according to our customers' needs and tastes. Our personalized customization services are a testament to our dedication to serve our customers.
- Our flash sales embody value, quality and convenience that are well-suited to brand-conscious consumers in China seeking upscale products at competitive price. Through our flash sales, we offer limited quantities of deeply discounted upscale products for limited periods of time. In addition to being an effective sales channel, our flash sales are also a key entry point for attracting online user traffic and allow us to efficiently gauge the marketability of different products by analyzing sales data.
- Through auction, we offer a mix of new and used upscale products, watches, using auction sales to provide our customers with a more varied and exciting shopping experience. Our auction sales have been proven an effective channel for our SKUs management.
- Our livestream selling programs feature a wide range of unique, engaging shopping experiences such as live broadcast programs in direct collaboration with brands, live streaming in-store shopping, airing of live fashion shows and fashion wearing style live stream, which improve user stickiness with its timeliness, convenience and authentic shopping experience.

Offline Experience Centers

Our offline experience centers complement our online platform to provide superior customer and membership services and experience. We generated 5.1%, 1.2% and 0.5% of our total GMV through our offline experience centers in 2019, 2020 and 2021, respectively.

With our experienced customer service team and latest technologies, our offline experience centers provide one-stop service that addresses customers' varying needs for luxury products. Our offline experience centers feature a comprehensive suite of customer services, including product curation, pick-up, return, authentication and maintenance. Assisted by our sales representatives, customers may purchase products on display directly or make purchases on our website seamlessly using our tablets. Our sales representatives establish close relationships with our customers and provide them with continuing after-sales service. Furthermore, our offline experience centers serve warehousing functions, allowing customers to pick-up or return products they ordered online. Owners may also bring their new or used products to our offline experience centers for auction on our platform.

We currently have four offline experience centers located in Shanghai, Xiamen and Malaysia. As of December 31, 2021, our four offline experience centers occupied a total of approximately 4,909 square meters in area and were staffed with over 25 sales representatives. To enhance our customer experience and to further broaden our brand awareness, we intend to selectively launch new offline experience centers in popular shopping destinations, domestic cities with significant consumption demand for luxury products and third- and fourth-tier cities with potential market for luxury products. We intend to expand our customers services in overseas offline experience centers, such as free concierge services to our members when they travel to these cities. In addition, we also collaborated with major players in other industries to expand offline experience centers and our brand reach. For example, in June 2016, we entered into strategic cooperation partnership with one of China's largest real estate developers, Country Garden, and jointly incorporated Secoo Garden Tradings Sdn. Bhd., or Secoo Garden, and opened our offline experience center in Malaysia to tap into southeast Asian market. Pursuant to the joint venture agreement between Country Garden and us, Country Garden holds 15% of the equity share capital of Secoo Garden, whereas we hold 85%. We provide technical knowledge, operate the duty free business, bring in high-end brand products, and agree to operate the business for at least three years. Country Garden is responsible for obtaining necessary approvals for the operation of the duty free business in Malaysia.

Omni-Channel Commerce Solutions

Our omni-channel commerce solutions connect our customers and offline retailers in China, through which physical stores offer their products on our online platform and our customers have the options to either receive their orders being delivered directly from our partnering stores or pick up their orders at the physical stores conveniently located in the shopping destinations of the cities they stay, such as Versace boutiques. We are currently expanding our cooperation with physical stores and shopping malls to build up online and offline omni-channel sales service network by capitalizing on our strong online presence and our established fulfillment infrastructure.

Our Customers

Since our inception in 2011, we have built a large and loyal customer base with high purchasing power. We have accumulated more than 52.3 million registered members as of December 31, 2021 and approximately 5.3 million registered members in 2021. We believe that the majority of our customers are well-educated professionals belonging to middle and high income population in China.

Customer Services and Membership Program

Customer Services

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

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

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

Membership Program

We have established a membership system to cultivate customer loyalty and encourage additional purchases by offering a variety of exclusive membership benefits and awards. Our membership program featured five membership levels before November 2018, i.e., regular, silver, gold, diamond and black, and customers were automatically upgraded to higher levels based on their total spending with us annually. Our members received a variety of exclusive benefits according to their membership levels, such as product coupons and discounts, Secoo Check installment payments services, free gift packing and domestic delivery, cleaning and maintenance services, fast return and refund services and customized ordering of brand products. Our premier members, i.e., diamond and black members, enjoyed a variety of premium services, such as exclusive birthday presents, priority ordering of our new, rare and popular products, tryout-first-and-buy-later privilege, exclusive use of our offline experience centers for personal events and expanded access to offline experience center lounges and dedicated one-to-one customer representative services, who are familiar with their shopping tastes and preferences. We also select and offer premier members exclusive access to brand collaboration and art events hosted by us. In November 2018, we implemented a new paid membership program, which is divided into monthly membership, quarterly membership and annual membership, in an effort to enhance the stickiness of members. Our paid membership rights include membership discount, bonus points, freight subsidy, tax subsidy, luxury maintenance and other perks. In 2019, we continued to optimize our paid membership ecosystem, upgrading tiers of our customer demographics in terms of customer lifecycle and buying power to offer customized perks. Our previous membership levels and benefits still apply to our old members. In addition, we refined our award membership program in October 2017, after which our members can now earn loyalty points when making purchase on our Secoo platforms. Members can redeem their membership loyalty points into credits towards their future purchases.

Payment

We provide our customers with a variety of payment options on our online platform, including Secoo Check, online payments with credit cards and debit cards issued by major banks in China, payment through major third-party online payment platforms, such as Alipay, UnionPay and WeChat Pay, payment through the licensed consumer licensed platform such as bank transfers, cash on delivery (for products with low purchase prices) and payment using our store credits.

In 2016, we launched Secoo Check at our online platform, through which our customers can make payments for our merchandise products in one, three, six or twelve monthly installments. Secoo Check gives our customers more convenience and faster approval speed.

Product Offerings

Product Categories

We offer a full range of upscale products and services on our platform. Since we commenced our current business operations in 2011, we have sold over 420,000 SKUs of upscale products, and we currently offer over 420,000 SKUs of such products on our platform. In 2021, sales of watches, bags, clothing/footwear/accessories and jewelries accounted for 5.9%, 13.4%, 55.3% and 10.7% of our total GMV, respectively. The following table illustrates the categories of upscale lifestyle products we offer:

Product category	Product description
Bags	Top-handle bags, shoulder bags, cross-body bags, evening bags, purses, clutches, wristlets, wallets, cosmetics bags, satchels, rucksacks, luggage and waist bags
Watches	Automatic self-wind, mechanical hand-wind and quartz wrist watches for men and women with leather or metal bands for social, outdoors and various other occasions, as well as watch accessories
Womenswear	A variety of apparel and styles, including gowns, dresses, coats, casual wear, jeans, outerwear, swimsuits and lingerie
Menswear	A variety of apparel and styles, including formal suits, coats, casual and smart-casual T-shirts, polo shirts, jackets, pants and underwear
Footwear	Designer shoes for women and men for both casual and formal occasions
Children's wear	Apparel and footwear for boys, girls, infants and toddlers
Sportswear	Sports apparel, gear and footwear
Cosmetics and skin care	Lip gloss, nail polish, perfume, makeup remover, cosmetic applicators, facial cleansers, moisturizers, facial masks, lotions, toners, shampoos, conditioners and body washes
Jewelry	Fashion jewelry in a variety of styles and materials, including ear-rings, brooches, necklaces and pendants, bracelets, charms, rings, gold bullion and gold derivative products for investment purpose
Accessories	Belts, scarfs, eyewear, gloves, ties, hats and umbrella
Home goods	Home furnishings, including bedding and bath products, home decor, dining and tabletop items, kitchenware, electronics and small household appliances, lighting, maternity products, toys and games, musical instruments and wine
Fine food and beverage	High-end chocolate, tea, coffee, soft drinks, soda water and wine beverage
3C electronic devices	High-end laptop, tablet, smartphone and smart consumer electronics devices
Lifestyle services	Fine dining, vacation packages, hotel stays, chartered flights, private jet rentals and drones
Art	Paintings, drawings and sculptures, and related services, such as customization, authentication and certification
High-end Chinese original products	Handcraft, Chinese designer apparel, furniture, tea, and famous Chinese brand products

General Pricing Policy

We set our prices based on the retail prices set by brands and distributors to be competitive with those on other major online retail websites and in physical stores in China. Benefiting from our economies of scale, we are able to negotiate with our suppliers for prices that are competitive with those they offer to other sales channels.

Authentication and Quality Control Procedures

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

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

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

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

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

Proprietary database. Leveraging our rich experience in the luxury product retail industry, we have built a comprehensive database featuring detailed product information covering a wide range of brands, which, as of December 31, 2021, contained detailed product information covering over 3,800 domestic and international brands. Our proprietary database guides every step of our authentication procedures. We continuously update our database by gathering information on the latest products debuted by luxury brands.

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

Fulfillment

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

Logistics Network and Warehouse Management System

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

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

Delivery Services

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

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

Suppliers

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

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

Maintaining strong relationships with our suppliers is important to the growth of our business. Any negative developments in our relationships with our existing suppliers could materially and adversely affect our business and growth prospects. If we fail to attract new suppliers and third-party merchants, our business and growth prospects may be materially and adversely affected. See “Item 3.D. Risk Factors — Risks Related to Our Business — If we fail to manage and expand our relationships with suppliers, or otherwise fail to procure products at favorable terms, our business and growth prospects may suffer.”

Supplier Selection

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

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

Supply Arrangements

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

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

Product Selection

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

Inventory Management

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

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

Marketing

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

For our most loyal customers and members, we host periodic online and offline events, including seminars, aimed at providing them with useful information about fashion trends and wardrobe tips, which serve as cross-selling opportunities for us. We provide various incentives to our customers and members to increase their spending and loyalty, and we send targeted e-mails and text messages to our customers periodically with product recommendations and promotions based on their online shopping habits and behavior. For example, we offer a selection of deeply discounted products on special occasions, such as our annual Luxury Festival beginning on December 17 of each year and Secoo anniversary sales on July 7 each year and Double 11 singles day shopping festival, and on major holidays, such as Valentine's Day, Thanksgiving, Christmas and Chinese New Year. We also hold daily sales events for selected brands and products for a limited period of time through our flash sales. We have continued to realize cross-selling opportunities from our existing customer base by creating more diversified sales formats and increasing our product offerings. In addition to sales events, we also joined hands with a number of popular entertainers and artists to improve Secoo's brand awareness and deepen customer insights in the high-end consumption market, especially among the younger generation. For example, we engaged NEXT7, a young Chinese idol group, to endorse our 2018 anniversary sales event as celebrity spokesmen. In 2019, we continued to expand Secoo's paid membership ecosystem, upgrading tiers of our customer demographics in terms of customer lifecycle and buying power to offer customized perks in addition to a mix of community marketing events, live-stream product recommendations, on-site live-stream shopping, as well as interactive activities to enhance customers and members' overall satisfaction. In June, 2020, we jointly hosted a live streaming sales campaign with Kuaishou for luxury products, covering over one hundred select products from luxury brands such as Hermes, LV, Armani and Gucci, which proved to be a highly attractive and effective marketing approach. We teamed up with Miu Miu and Giuseppe Zanotti to launch "Brand Week" marketing campaigns across Secoo platform, and jointly launched a love-themed promotional event with Roger Vivier during the second quarter of 2020. In 2022, we expanded into the digital art collection business by becoming the sole online channel partner with ZiWU, an integrated cultural area combining exhibition, book store and commercial area operated by Meta Media Group. We expect to jointly host series of art galleries, exhibition and distribution of artwork in our office experience centers by leveraging our cooperation with ZiWu.

Leveraging our sophisticated business intelligence system and big data technology, we are able to generate a deep understanding of the characteristics of our target customer group. With this knowledge, we precisely direct our marketing efforts through both online and offline channels in order to efficiently reach our new customers. We also collaborate with other major online platforms in China to innovate current online marketing model. For example, in December 2016, we began to cooperate with a leading internet company in China to through which we exchanged non-sensitive customer information to further enhance understanding of our consumers' online behavior and patterns. In December 2020, we launched a livestreaming production base at our headquarters, which facilitates daily broadcast sessions hosted by multi-channel network agencies and popular broadcasters and key opinion leaders who position us as the partner of choice for luxury livestreaming e-commerce business. Through our collaboration, we are able to backtrack our customers' online habits and behavior in addition to their online shopping preferences. We work with prestigious brands, to use our innovative marketing model. If this innovative marketing model proves to be successful, we will not only be able to more precisely improve and upgrade our marketing model, but also transfer ourselves into a marketing data and model provider and generate revenues through feeding valuable marketing data to brands and other companies. We intend to further apply our big data technology to explore upscale products and services consumers' online behavior and patterns so that we can expand our advertising, marketing and promotion cooperation with other major online platforms and brands.

Building on our foundation as a reputable and trusted brand, we continue to use cost-effective and expanded branding initiatives nationwide to reinforce our reputation in the online luxury consumption industry. We believe that our China Luxury E-commerce Whitebooks published since 2016 have been recognized as an authority in luxury product retail industry in China. We conduct online marketing activities through major social networks, social media portals, online video, search engines and other major websites in China. To enhance our brand awareness, we have also engaged in brand promotion activities such as advertising on national television networks and on billboards in residential and commercial complexes in major cities in China. Additionally, our cooperation with luxury brands, omni-channel commerce solutions, entertainment stars and other major industry players also greatly enhanced our brand credibility and reputation in the market. For example, in September 2020, we formed direct cooperation with Kweichow Moutai, China's legendary liquor brand, which greatly enhanced our portfolio of liquor products.

Technology

We have built our technology platform relying primarily on software and systems that we have developed in-house and to a lesser extent on third-party software that we have modified and incorporated. Our strong technology platform is vital in supporting our pursuit of a continually improving customer experience, including the customer experience of our mobile users. From our website, the primary customer interface, to the back end management systems, our technology platform supports smooth and accurate operational execution as well as seamless information flow, data consistency and analytics. We have adopted a service-oriented architecture supported by cloud-based big data technology, which consist of front-end and back-end modules. Our network infrastructure is built on self-owned servers located in data centers operated by a major PRC internet data center provider. We are implementing enhanced cloud architecture and infrastructure for our core data processing system to augment our existing virtual private network as we continue to expand our operations, enabling us to achieve significant operational efficiency through a virtual and centralized network platform. The principal components of our technology platform include:

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

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

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

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

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

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

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

Intellectual Property

We consider our patents, trademarks, software copyrights, service marks, domain names, trade secrets, proprietary technologies and similar intellectual property rights as critical to our success, and we rely on patents, trademark, copyright and trade secret protection laws in the PRC and overseas, as well as confidentiality procedures and contractual provisions with our employees, service providers, suppliers and others to protect our intellectual proprietary rights. As of December 31, 2021, we owned 31 patents, 622 registered trademarks, copyrights to 38 software programs developed by us relating to various aspects of our operations and 68 registered domain names, including secoo.com. Of the 622 registered trademarks, 595 are registered in the PRC, 17 are registered in Hong Kong, 4 are registered in the US, and 6 are registered in Europe.

Competition

We face competition from traditional offline upscale product retailers and their online platforms, domestic and global brand online platforms, major domestic e-commerce platforms and global online upscale product retailers.

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

Employees

As of December 31, 2019, 2020 and 2021, we had 1,010, 848 and 509 full-time employees, respectively. The following table sets forth the number of our full-time employees categorized by areas of operations as of December 31, 2021:

Function	Number of employees
Business development, sales and marketing	163
Technology support	91
Fulfillment	147
Administration and management	108
Total	509

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

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

Insurance

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

Regulations

Regulations Relating to Foreign Investment

Foreign Investment Law. On January 1, 2020, the Foreign Investment Law and the Implementation Regulations, came into effect and replaced the trio of prior 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 Foreign Investment Law and the Implementation Regulations embody an expected regulatory trend in PRC 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 Foreign Investment Law and the Implementation Regulations, by means of legislation, establish the basic framework for the access, promotion, protection and administration of foreign investment in view of investment protection and fair competition.

According to the Foreign Investment Law, foreign investment shall enjoy pre-entry national treatment, except for those foreign invested entities that operate in industries deemed to be either “restricted” or “prohibited” in the “negative list.” The negative list will be issued by, amended or released upon approval by the State Council, from time to time. Foreign investors will be prohibited from making investments in prohibited industries, while foreign investments must satisfy certain conditions stipulated in the negative list for investment in restricted industries. Foreign investment and domestic investment in industries outside the scope of the prohibited industries and restricted industries stipulated in the negative list would be treated equally. The current negative list is the 2021 Negative List, which was promulgated by the Ministry of Commerce and the National Development and Reform Commission on December 27, 2021 and took effect on January 1, 2022.

In addition, the Foreign Investment Law does not comment on the concept of “de facto control” or contractual arrangements with VIEs, however, it has a catch-all provision under definition of “foreign investment” to include investments made by foreign investors in China through means stipulated by laws or administrative regulations or other methods prescribed by the State Council. Therefore, it still leaves leeway for future laws, administrative regulations or provisions to provide for contractual arrangements as a form of foreign investment.

Furthermore, the Foreign Investment Law provides that foreign invested enterprises established according to the prior laws regulating foreign investment may maintain their structure and corporate governance within five years after the implementing of the Foreign Investment Law. The Implementation Regulations restates certain principles of the Foreign Investment Law and further provides that, among others, (1) if a foreign-invested enterprise established prior to the effective date of the Foreign Investment Law fails to adjust its legal form or governance structure to comply with the provisions of the Companies Law of the PRC or the Partnership Enterprises Law of the PRC, as applicable, and complete amendment registration before January 1, 2025, the enterprise registration authority will not process other registration matters of the foreign-invested enterprise and may publicize such noncompliance thereafter; (2) the provisions regarding equity interest transfer and distribution of profits and remaining assets as stipulated in the contracts among the joint venture parties of a foreign-invested enterprise established before the effective date of the Foreign Investment Law may, after adjustment of the legal form and governance structure of such foreign-invested enterprise, remain binding upon the parties.

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

In July 2006, the Ministry of Information Industry, the predecessor of the MIIT, issued the Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business, pursuant to which a domestic PRC company that holds an ICP License or an EDI license is prohibited from leasing, transferring or selling the ICP License or EDI license to foreign investors in any form and from providing any assistance, including resources, sites or facilities, to foreign investors that conduct a value-added telecommunications business illegally in China. Further, the domain names and registered trademarks used by an operating company providing value-added telecommunications services must be legally owned by that company or its shareholders. In addition, the company’s operational premises and equipment must comply with the approved coverage region on its ICP License or EDI license, and the company must establish and improve its internal internet and information security policies and standards and emergency management procedures. If an ICP License or an EDI license holder fails to comply with the above requirements and also fails to remediate such non-compliance within a specified period of time, the MIIT or its local counterparts have the discretion to impose administrative measures on such license holder, including revoking its ICP license or EDI license.

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

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

On March 29, 2022, the State Council issued the Decision to Amend and Abolish Certain Administrative Regulations, makes amendments to the FITE Regulations. The amendments include, among others, removing the qualification requirements for foreign investors that hold equity interest in PRC companies conducting value-added telecommunication service business as set out in the FITE Regulations. The amended FITE Regulations became effect on May 1, 2022. There are substantial uncertainties regarding the interpretation and implementation of the amended FITE Regulations. It also remains uncertain whether the PRC government authorities will impose additional requirements for foreign investors that invest in a company providing value-added telecommunication services in China in practice. Considering the uncertainty of the implementation of the amended FITE Regulations, we have kept on operating our website and commercial value-added telecommunications services through Beijing Secoo.

Licenses and Permits

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

Value-added Telecommunication Licenses. The Telecommunications Regulations promulgated by the State Council and its related implementation rules, including the Catalog of Classification of Telecommunications Business issued by the MIIT, categorize various types of telecommunications and telecommunications-related activities into basic or value-added telecommunications services, and internet information services, or ICP services, and online data processing and transaction processing services, or EDI services, are classified as value-added telecommunications businesses. Under the Telecommunications Regulations, commercial operators of Internet information services must first obtain an ICP License from the MIIT or its provincial level counterparts. In September 2000, the State Council also issued the Administrative Measures on Internet Information Services, which was amended in January 2011. According to these measures, a commercial ICP service operator must obtain an ICP License from the relevant government authorities before engaging in any commercial ICP service in China. When the ICP service involves areas of news, publication, education, pharmaceuticals and medical equipment, and if required by law or relevant regulations, specific approval from the respective regulatory authorities must be obtained prior to applying for the ICP License from the MIIT or its provincial level counterpart. In March 2009, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating Licenses, or the Administrative Measures on Telecommunications Business Operating Licenses (2009 version), which set forth the specific types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses. In July 2017, the MIIT promulgated a new version of the Administrative Measures on Telecommunications Business Operating Licenses, which took effect and superseded the Administrative Measures on Telecommunications Business Operating Licenses (2009 version). The new Administrative Measures on Telecommunications Business Operating Licenses simplifies the procedures to apply for telecommunications business operating license and strengthen the supervision of daily operation of telecommunications business. Each of Beijing Secoo and Beijing Auction holds an ICP License and an EDI license issued by the Beijing Telecommunications Administration for the operation of our Internet information business and for the operation as an e-commerce transaction platform. See “Item 3.D. Risk Factors — Any lack of requisite approvals, licenses or permits applicable to our business may have a material and adverse impact on our business, financial condition and results of operations.”

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

Food Distribution Permit. China has adopted a licensing system for food supply operations under the Food Safety Law and its implementation rules. Entities or individuals that intend to engage in food production, food distribution or food service businesses must obtain licenses or permits for such businesses. Under the Food Safety Law of the PRC, as last amended and effective on April 29, 2021, the sale of food or beverages must be licensed in advance. Pursuant to the Administrative Measures on Food Operation Licensing as amended and effective on November 17, 2017, an enterprise needs to obtain a Food Operation Permit from the local food and drug administration. Beijing Secoo holds a food distribution permit issued by the Xicheng Branch of Beijing Municipal Administration for Market Regulation for our food distribution business, including distribution of prepackaged food (including chilled and frozen food), health care food and baby and infant formula milk powder. Some other entities in our Group have also obtained a food distribution permit.

Publication Operation Permit. Pursuant to the Administrative Measures for the Publication Market which were promulgated by the State Administration of Press and Publication, Radio, Film and Television and the Ministry of Commerce and became effective in June 2016, any entity or individual engaging in the distribution of publications, including books, newspapers, magazines and audio-video products, must obtain an approval from the competent press and publication administrative authority and receive the Publication Operation Permit. Beijing Secoo has obtained a Publication Operation Permit for the retail sale and online sale of books, magazines, periodicals, electronic publications and audiovisual products.

Medical Device Operation Record-filing. The Regulations on Supervision and Administration of Medical Devices, issued by the State Council in 2000 and further amended in March 2014, May 2017 and June 2021, divide medical devices into three types. Enterprises engaging in the sale of (i) Type I medical devices do not need any license or recording-filing, (ii) Type II medical devices must file with the relevant drug supervision and administration authority, and (iii) Type III medical devices must obtain a Medical Device Operation Enterprise Permit from the relevant drug supervision and administrative authority. Beijing Secoo has completed the Medical Device Operation Record-filing with Xicheng Branch of Beijing Municipal Administration for Market Regulation for the retail sale of several types of Type II medical devices.

Travel Agency License. Pursuant to the Regulation on Travel Agencies, issued by the State Council in February 2009, and amended in February 2016, March 2017 and November 2020, a travel agency must obtain a license from the Ministry of Culture and Tourism to conduct outbound travel business and a license from the provincial-level cultural and tourism administration to conduct domestic travel and inbound travel business. Beijing Guanda International Travel Agency Co., Ltd., a subsidiary of Beijing Secoo has obtained a Travel Agency License from the Ministry of Culture and Tourism. Beijing Secoo International Travel Service Co., Ltd., a subsidiary of Beijing Secoo has obtained a Travel Agency License from the Beijing Municipal Bureau of Culture and Tourism.

Internet Culture Business Permit. The Internet Culture Administration Measures, promulgated by the Ministry of Culture, the predecessor of the Ministry of Culture and Tourism, and with the latest amendment became effective in December 2017, require ICP service operators engaging in “internet culture activities” to obtain a permit from the Ministry of Culture. The “internet culture activities” include, among other things, online dissemination of internet cultural products and the production, reproduction, importation, distribution and broadcasting of internet cultural products. Beijing Secoo holds an Internet Culture Business Permit issued by the Beijing Municipal Bureau of Culture and Tourism for online operations for performance, which was expired on April 8, 2022 and is currently in the process of renewal. It is uncertain as to whether we can complete such renewal in a timely manner, or at all.

Radio and Television Program Production and Operation Permit. On July 19, 2004, the State Administration of Radio, Film and Television, the predecessor of the National Radio and Television Administration, promulgated the Administrative Measures on the Production and Operation of Radio and Television Programs, or the Radio and Television Program Production Measures, which came into effect on August 20, 2004 and was amended on August 28, 2015, October 31, 2018 and October 29, 2020. The Radio and Television Program Production Measures provides that any business that produces or operates radio or television programs must first obtain a radio and television program production and operation permit. Entities holding such permits shall conduct their business within the permitted scope as provided in their permits. In addition, foreign-invested enterprises are not allowed to engage in the above-mentioned services. Beijing Secoo holds a Radio and Television Program Production and Operation Permit issued by the Beijing Municipal Radio and Television Bureau for production and distribution of animated cartoons, programs with a special topic and television variety shows, excluding radio or television programs concerning current political news and other programs with special topics, column programs with the same nature.

Internet Drug Information Service Qualification Certificate. In July 2004, the State Food and Drug Administration, or the SFDA, the predecessor of the National Medical Products Administration, or the NMPA, promulgated the Administrative Measures on Internet Drug Information Service and amended in November 2017. In addition, the Standing Committee of the National People's Congress further amended the Drug Administration Law on August 26, 2019, which became effective on December 1, 2019. These laws and measures, together with certain implementing rules and notices promulgated by the SFDA or the NMPA, set out regulations governing the classification, application, approval, content, qualifications and requirements for internet drug information services. An ICP service operator that provides information regarding drugs or medical devices must obtain an Internet Drug Information Service Qualification Certificate from the applicable provincial level administrative authority. Beijing Secoo holds an Internet Drug Information Service Qualification Certificate issued by the Beijing Medical Products Administration for the provision of non-for-profit internet drug information services.

Regulations Relating to E-Commerce, Internet Content

China's e-commerce industry is at an early stage of development and there are few PRC laws or regulations specifically regulating this industry. In May 2010, the SAMR adopted the Interim Measures for the Administration of Online Commodities Trading and Relevant Services, or SAMR Order No. 49, which took effective in July 2010. Under these measures, enterprises or other operators which engage in online commodities trading and other services and have been registered with SAMR or its local branches must make the information stated in their business licenses available to the public or provide links to their business licenses on their websites. Online distributors must adopt measures to ensure the safety of online transactions, protect online shoppers' rights and prevent the sale of counterfeit goods. Information on products and transactions released by online distributors must be authentic, accurate, complete and sufficient. SAMR Order No. 49 were replaced by the Measures for the Administration of Online Commodities Trading, or SAMR Order No. 60, issued by the SAMR on January 26, 2014 which became effective on March 15, 2014. SAMR Order No. 60 further impose more stringent requirements and obligations on the online trading or service operators. Where the online distributors also act as marketplace platforms that provide service to third-party merchants, the online distributors are obligated to examine the legal status of the third-party merchants and make the information stated in the business licenses of such third-party merchants available to the public or provide a link to their business licenses on the website, as well as make clear distinction between their online direct sales and sales of third-party merchant products on the marketplace platform. On March 15, 2021, the SAMR promulgated the Measures for the Supervision and Administration of Online Trading, SAMR Order No. 37, which became effective on May 1, 2021 and replaced the Measures for the Administration of Online Commodities Trading. SAMR Order No. 37 requires that operators not make tied sale as an option for a consumer's consent by default, or set the option adopted by a consumer in a previous transaction as his or her default option. Operators providing automatic extension or renewal services shall give a salient notice to the consumers and allow consumers to make independent choice before they accept the service. Moreover, SAMR Order No. 37 addresses key issues such as the registration of online operation entity, the regulation of new business forms, the primary responsibility of platform operators and personal information protection. In January 2017, the SAMR adopted the Interim Measures for Seven-day Unconditional Return of Online Purchased Goods, which took effective in March 2017 and was amended in October 2020, pursuant to which, customers are entitled to return goods without a cause, except for customized goods, fresh and perishable goods, audio-visual products, computer software and other digital products, which are downloaded online or of which the packages have been opened by customers, and delivered newspapers or periodicals. We are subject to such rules as a result of our online direct merchandised sales and online marketplace business.

On August 31, 2018, the Standing Committee of the National People's Congress promulgated the E-Commerce Law, which became effective on January 1, 2019. The E-commerce Law strengthens the regulation on E-commerce operators relating to consumer protection, personal data protection and intellectual property rights protection. As an e-commerce operator, we are required under the E-commerce Law, (1) to refrain from conducting false or misleading commercial promotion by fabricating transactions, making up user comments or otherwise, to defraud or mislead consumers, (2) to allow consumer to opt out of search results targeting his or her personally characteristics such as hobbies and shopping patterns and simultaneously show the consumers with options not targeting his or her personally characteristics, (3) to alert consumers of tie-in sale of commodities or services, and shall not set the tied-in commodities or services as a default option, (4) to obtain and maintain business license and other applicable licenses as required, and disclose information of such license at our front-page, (5) to clearly detail the refund procedure for the deposit we received from customers, and not set any unreasonable conditions to refund, (6) to take the risks and responsibilities in the transportation of the products, unless the consumer chooses a courier logistics service provider other than the default service provider, etc. We are subject to the provisions of the E-Commerce Law as a result of our online direct sales and online marketplace businesses.

The Administrative Measures on Internet Information Services specify that internet information services regarding news, publication, education, pharmacy and medical appliances, among others, are to be examined, approved and regulated by the relevant authorities. Internet information providers are prohibited from providing services beyond those included in the scope of their ICP Licenses or filings. We issued prepaid cards which can be used to buy products on our websites. Pursuant to the Administrative Measures for Single-purpose Commercial Prepaid Cards, which was promulgated by the PRC Ministry of Commerce in September 2012, and subsequently amended in August 2016, card issuers shall go through record-filing procedures in relation to their single-purpose prepaid cards service. Beijing Secoo has completed the record-filing procedures in relation to the single-purpose prepaid cards service.

Furthermore, the Administrative Measures on Internet Information Services clearly specify a list of prohibited content. Internet information providers are prohibited from producing, copying, publishing or distributing information that is humiliating or defamatory to others or that infringes the lawful rights and interests of others. Internet information providers that violate the prohibition may face criminal charges or administrative sanctions by the PRC authorities. Internet information providers must monitor and control the information posted on their websites. If any prohibited content is found, they must remove such content immediately, keep a record of it and report it to the relevant authorities. On September 15, 2021, the CAC promulgated the Opinions on Further Enforcing Responsibilities on Website Platforms as the Main Responsible Party for Information Content Management. In accordance with the Opinions, website platforms are required to perform specific responsibilities as the main responsible party for information content management, including, among others, enhancing the platform community rules, strengthening the regulation and management of accounts, improving the content vetting mechanism, improving the quality of information content, managing the dissemination of information content, and strengthening the management of key functions.

Regulations Relating to Information Security

The National People's Congress has enacted legislation that prohibits use of the internet that breaches the public security, disseminates socially destabilizing content or leaks state secrets. Breach of public security includes breach of national security and infringement on legal rights and interests of the state, society or citizens. 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, pornography, 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.

Pursuant to applicable regulations, ICP operators must complete mandatory security filing procedures and regularly update information security and monitoring systems for their websites with local public security authorities, and must also report any public dissemination of prohibited content.

In December 2015, the Standing Committee of the National People's Congress promulgated the Anti-Terrorism Law of the PRC, or the Anti-Terrorism Law, which took effect on January 1, 2016 and was amended on April 27, 2018. According to the Anti-Terrorism Law, telecommunication service operators or internet service providers shall (i) carry out pertinent anti-terrorism publicity and education to society; (ii) provide technical interfaces, decryption and other technical support and assistance for the competent departments to prevent and investigate terrorist activities; (iii) implement network security and information monitoring systems as well as safety and technical prevention measures to avoid the dissemination of terrorism information, delete the terrorism information, immediately halt its dissemination, keep relevant records and report to the competent departments once the terrorism information is discovered; and (iv) examine customer identities before providing services. Any violation of the Anti-Terrorism Law may result in severe penalties, including substantial fines.

In November 2016, the Standing Committee of the National People's Congress promulgated the Cyber Security Law of the PRC, or the Cyber Security Law, which took effect on June 1, 2017. In accordance with the Cyber Security Law, network operators must comply with applicable laws and regulations and fulfill their obligations to safeguard network security in conducting business and providing services. Network service providers must take technical and other necessary measures as required by laws, regulations and mandatory requirements to safeguard the operation of networks, respond to network security effectively, prevent illegal and criminal activities, and maintain the integrity, confidentiality and usability of network data. On May 2, 2017, the Cyberspace Administration of China issued a trial version of the Measures for the Security Review of Network Products and Services (Trial), which took effect on June 1, 2017, to provide for more detailed rules regarding cybersecurity review requirements. On August 20, 2021, the Standing Committee of the National People's Congress adopted the Personal Information Protection Law, which took effect on November 1, 2021. The Personal Information Protection Law integrated the scattered rules with respect to personal information rights and privacy protection.

For the further purposes of regulating data processing activities, safeguarding data security, promoting data development and utilization, protecting the lawful rights and interests of individuals and organizations, and maintaining national sovereignty, security, and development interests, on June 10, 2021, Standing Committee of the PRC National People's Congress published the Data Security Law of the People's Republic of China, which took effect on September 1, 2021. The Data Security Law requires data processing, which includes the collection, storage, use, processing, transmission, provision, publication of data, to be conducted in a legitimate and proper manner. The Data Security Law provides for data security and privacy obligations on entities and individuals carrying out data activities. The Data Security Law also introduces a data classification and hierarchical protection system based on the importance of data in economic and social development, and the degree of harm it may cause to national security, public interests, or legitimate rights and interests of individuals or organizations if such data are tampered with, destroyed, leaked, illegally acquired or illegally used. The appropriate level of protection measures is required to be taken for each respective category of data. For example, a processor of important data is required to designate the personnel and the management body responsible for data security, carry out regular risk assessments of its data processing activities and file the risk assessment reports with the competent authorities. State core data, i.e. data having a bearing on national security, the lifelines of national economy, people's key livelihood and major public interests, shall be subject to stricter management system. Moreover, the Data Security Law provides a national security review procedure for those data activities which affect or may affect national security and imposes export restrictions on certain data and information. In addition, the Data Security Law also provides that any organization or individual within the territory of the PRC shall not provide any foreign judicial body and law enforcement body with any data without the approval of the competent PRC governmental authorities. As the Data Security Law was recently promulgated and put into force, we may be required to make further adjustments to our business practices to comply with this law, as well as any adjustments that may be required by the ultimate Personal Information Protection Law.

On July 6, 2021, certain PRC regulatory authorities issued Opinions on Strictly Cracking Down on Illegal Securities Activities, which, among others, provides for improving relevant laws and regulations on data security, cross-border data transmission, and confidential information management. It provided that efforts will be made to revise the regulations on strengthening the confidentiality and file management relating to the offering and listing of securities overseas, to implement the responsibility on information security of overseas listed companies, and to strengthen the standardized management of cross-border information provision mechanisms and procedures.

On November 14, 2021, the CAC released the Regulations on the Network Data Security (Draft for Comments), or the Draft Regulations, and will accept public comments until December 13, 2021. The Draft Regulations provide that data processors refer to individuals or organizations that autonomously determine the purpose and the manner of processing data. In accordance with the Draft Regulations, data processors shall apply for a cybersecurity review for the following activities: (i) merger, reorganization or division of Internet platform operators that have acquired a large number of data resources related to national security, economic development or public interests to the extent that affects or may affect national security; (ii) listing abroad of data processors which process over one million users' personal information; (iii) listing in Hong Kong which affects or may affect national security; or (iv) other data processing activities that affect or may affect national security. Besides, data processors that are listed overseas shall carry out an annual data security assessment. The Draft Measures and the Draft Regulations remain unclear on whether the relevant requirements will be applicable to companies that have been listed in the United States and Hong Kong, such as us. We cannot predict the impact of the Draft Measures and the Draft Regulations, if any, at this stage, and we will closely monitor and assess any development in the rule-making process. If the enacted versions of the Draft Measures and the Draft Regulations mandate clearance of cybersecurity review and other specific actions to be completed by China-based companies listed on a U.S. stock exchange and Hong Kong Exchanges, such as us, we face uncertainties as to whether such clearance can be timely obtained, or at all. In addition, if a final version of the Draft Regulations is adopted, we may be subject to review when conducting data processing activities and annual data security assessment and may face challenges in addressing its requirements and make necessary changes to our internal policies and practices in data processing. Based on the foregoing, our PRC legal counsel does not expect that, as of the date of this annual report, the current applicable PRC laws on cybersecurity would have a material adverse impact on our business.

On December 28, 2021, the CAC, the NDRC, the MIIT, and several other PRC governmental authorities jointly issued the Cybersecurity Review Measures, which became effective on February 15, 2022. The scope of review under the Cybersecurity Review Measures extends to critical information infrastructure operators that intend to purchase internet products and services and network platform operators engaging in data processing activities, which affect or may affect national security. Pursuant to Cybersecurity Review Measures, network platform operators holding over one million users' personal information must apply with the Cybersecurity Review Office for a cybersecurity review before any listing at a foreign stock exchange. Besides, the Cybersecurity Review Measures also provide that if the relevant authorities consider that certain network products and services and data processing activities affect or may affect national security, the authorities may conduct a cybersecurity review on its own initiative. The Cybersecurity Review Measures also elaborate the factors to be considered when assessing the national security risks of the relevant activities, among others, the risk of critical information infrastructure, core data, important data, or a large amount of personal information being affected, controlled or maliciously used by foreign governments and the cyber information security risk in connection with the listing.

On July 30, 2021, the State Council issued the Regulations on Protection of Critical Information Infrastructure, or the Regulations. Pursuant to the Regulations, critical information infrastructure shall mean the important network facilities or information systems of key industries or fields such as public communication and information service, energy, transportation, water conservation, finance, public services, e-government affairs and national defense science, and important network facilities or information systems which may endanger national security, people's livelihood and public interest once there occur damage, malfunctioning or data leakage to them. The Regulations provide that no individual or organization may carry out any illegal activity of intruding into, interfering with, or sabotaging any critical information infrastructures, or endanger the security of any critical information infrastructures. The Regulations also require that critical information infrastructure operators shall establish a cybersecurity protection system and accountability system, and that the main responsible person of a critical information infrastructure operator shall take full responsibility for the security protection of the critical information infrastructures operated by it. In addition, relevant administration departments of each important industry and sector shall be responsible for formulating the rule of critical information infrastructure determination applicable to their respective industry or sector, and determine the critical information infrastructure operators in their industry or sector.

On July 12, 2021, the MIIT and two other authorities jointly issued the Provisions on the Administration of Security Vulnerabilities of Network Products, or the Provisions. The Provisions state that, no organization or individual may abuse the security vulnerabilities of network products to engage in activities that endanger network security, or to illegally collect, sell, or publish the information on such security vulnerabilities. Anyone who is aware of the aforesaid offences shall not provide technical support, advertising, payment settlement and other assistance to the relevant offenders. According to the Provisions, network product providers, network operators, and platforms collecting network product security vulnerabilities shall establish and improve channels for receiving network product security vulnerability information and keep such channels available, and retain network product security vulnerability information reception logs for at least six months. The Provisions also bans provision of undisclosed vulnerabilities to overseas organizations or individuals other than to the product providers.

On October 29, 2021, the CAC issued the Measures for Security Assessment of Cross-border Data Transfer (Draft for Comment). According to these measures, in addition to the self-risk assessment requirement for provision of any data outside China, a data processor shall apply to the competent cyberspace department for data security assessment and clearance of outbound data transfer in any of the following events: (i) outbound transfer of personal information and important data collected and generated by an operator of critical information infrastructure; (ii) outbound transfer of important data; (iii) outbound transfer of personal data by a data processor which has processed more than one million users' personal data; (iv) outbound transfer of more than one hundred thousand users' personal information or more than ten thousand users' sensitive personal information cumulatively; (v) such other circumstances where ex-ante security assessment and evaluation of cross-border data transfer is required by the CAC.

On August 20, 2021, the Standing Committee of the National People's Congress of China promulgated the Personal Information Protection Law, which integrates the scattered rules with respect to personal information rights and privacy protection and took effect on November 1, 2021. The Personal Information Protection Law requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the processing purpose and should be conducted in a method that has the minimum impact on personal rights and interests, and (ii) the collection of personal information should be limited to the minimum scope as necessary to achieve the processing purpose and avoid the excessive collection of personal information. Personal information processors shall adopt necessary measures to safeguard the security of the personal information they handle. The offending entities could be ordered to correct, or to suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties.

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 during online information distribution. Specifically, internet companies in the PRC with bulletin boards, chat rooms or similar services must apply for specific approval prior to operating such services.

Furthermore, the Provisions on Technological Measures for Internet Security Protection, promulgated by the Ministry of Public Security and became effective in March 2006, require all ICP operators to keep records of certain information about its 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 Decision on Strengthening Network Information Protection, or the Network Information Protection Decision, which was promulgated by the PRC National People's Congress in December 2012, states that ICP operators must request identity information from users when ICP operators provide information publication services to the users. If ICP operators come across prohibited information, they must immediately cease the transmission of such information, delete the information, keep relevant records, and report to relevant government authorities.

On October 21, 2019, the Supreme People's Court and the Supreme People's Procuratorate of the PRC jointly issued the Interpretations on Certain Issues Regarding the Applicable of Law in the Handling of Criminal Case Involving Illegal Use of Information Networks and Assisting Committing Internet Crimes, which came into effect on November 1, 2019, and further clarifies the meaning of Internet service provider and the severe situations of the relevant crimes.

Regulations Relating to Internet Privacy

The PRC Constitution states that PRC law protects the freedom and privacy of communications of citizens and prohibits infringement of these rights. In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The Network Information Protection Decision provides that electronic information that identifies a citizen or involves privacy of any citizen is protected by law and must not be unlawfully collected or provided to others. ICP operators collecting or using personal electronic information of citizens must specify the purposes, manners and scopes of information collection and uses, obtain consent of the relevant citizens, and keep the collected personal information confidential. ICP operators are prohibited from disclosing, tampering with, damaging, selling or illegally providing others with, collected personal information. ICP operators are required to take technical and other measures to prevent the collected personal information from any unauthorized disclosure, damage or loss. The Administrative Measures on Internet Information Services prohibit an ICP operator from insulting or slandering a third party or infringing upon the lawful rights and interests of a third party. According to the Provisions on Protection of Personal Information of Telecommunication and Internet Users, which was promulgated by MIIT and became effective in September 2013, telecommunication business operators and ICP operators are responsible for the security of the personal information of users they collect or use in the course of their provision of services. 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 divulgence of, damage to, tampering with or loss of users' personal information. In accordance with the Cyber Security Law, network operators are required to collect and use personal information in compliance with the principles of legitimacy, properness and necessity, and strictly within the scope of authorization by the subject of personal information unless otherwise prescribed by laws or regulations. In the event of any unauthorized disclosure, damage or loss of collected personal information, network operators must take immediate remedial measures, notify the affected users and report the incidents to the relevant authorities in a timely manner. If any user knows that a network operator illegally collects and uses his or her personal information in violation of laws, regulations or any agreement with the user, or the collected and stored personal information is inaccurate or wrong, the user has the right to request the network operator to delete or correct the relevant collected personal information.

The relevant telecommunications authorities are further authorized to order ICP operators to rectify unauthorized disclosure. ICP operators are subject to legal liability, including warnings, fines, confiscation of illegal gains, revocation of licenses or filings, closing of the relevant websites, administrative punishment, criminal liabilities, or civil liabilities, if they violate relevant provisions on internet privacy. Pursuant to the Ninth Amendment to the Criminal Law issued by the Standing Committee of the National People's Congress in August 2015 and becoming effective in November 2015, the standards of crime of infringing citizens' personal information were amended accordingly and the criminal culpability of unlawful collection, transaction, and provision of personal information has been reinforced. In addition, any ICP provider that fails to fulfill the obligations related to internet information security administration as required by applicable laws and refuses to rectify upon orders, will be subject to criminal liability for (i) any dissemination of illegal information in large scale; (ii) any severe effect due to the leakage of the client's information; (iii) any serious loss of evidence of criminal activities; or (iv) other severe situations, and any individual or entity that (x) sells or provides personal information to others unlawfully, or (y) steals or illegally obtains any personal information, will be subject to criminal liability in severe situations. In addition, the Interpretations of the Supreme People's Court and the Supreme People's Procuratorate of the PRC on Several Issues Concerning the Application of Law in Handling Criminal Cases of Infringing Personal Information, effective in June 2017, have clarified certain standards for the conviction and sentencing in relation to personal information infringement. The PRC government 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. The Civil Code further provides in a stand-alone chapter of right of personality and reiterate that the personal information of a natural person shall be protected by the law. Any organization or individual shall legitimately obtain such personal information of others in due course on a need-to-know basis and ensure the safety and privacy of such information, and refrain from excessively handling or using such information.

With respect to the security of information collected and used by mobile apps, pursuant to the Announcement of Conducting Special Supervision against the Illegal Collection and Use of Personal Information by Apps, which was issued on January 23, 2019, app operators should collect and use personal information in compliance with the Cyber Security Law and should be responsible for the security of personal information obtained from users and take effective measures to strengthen the personal information protection. Furthermore, app operators should not force their users to make authorization by means of bundling, suspending installation or in other default forms and should not collect personal information in violation of laws, regulations or breach of user agreements. Such regulatory requirements were emphasized by the Notice on the Special Rectification of Apps Infringing upon User's Personal Rights and Interests, which was issued by MIIT on October 31, 2019. On November 28, 2019, the CAC, the MIIT, the Ministry of Public Security and the SAMR jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information. This regulation further illustrates certain commonly-seen illegal practices of apps operators in terms of personal information protection, including "failure to publicize rules for collecting and using personal information", "failure to expressly state the purpose, manner and scope of collecting and using personal information", "collection and use of personal information without consent of users of such App", "collecting personal information irrelevant to the services provided by such app in violation of the principle of necessity", "provision of personal information to others without users' consent", "failure to provide the function of deleting or correcting personal information as required by laws" and "failure to publish information such as methods for complaints and reporting". Among others, any of the following acts of an app operator will constitute "collection and use of personal information without consent of users": (i) collecting a user's personal information or activating the permission for collecting any user's personal information without obtaining such user's consent; (ii) collecting personal information or activating the permission for collecting the personal information of any user who explicitly refuses such collection, or repeatedly seeking for user's consent such that the user's normal use of such app is disturbed; (iii) any user's personal information which has been actually collected by the app operator or the permission for collecting any user's personal information activated by the app operator is beyond the scope of personal information which such user authorizes such app operator to collect; (iv) seeking for any user's consent in a non-explicit manner; (v) modifying any user's settings for activating the permission for collecting any personal information without such user's consent; (vi) using users' personal information and any algorithms to directionally push any information, without providing the option of non-directed pushing such information; (vii) misleading users to permit collecting their personal information or activating the permission for collecting such users' personal information by improper methods such as fraud and deception; (viii) failing to provide users with the means and methods to withdraw their permission of collecting personal information; and (ix) collecting and using personal information in violation of the rules for collecting and using personal information promulgated by such app operator.

On August 22, 2019, the CAC promulgated the Children Information Protection Provisions, which took effect on October 1, 2019, requiring that before collecting, using, transferring or disclosing the personal information of a child, the Internet service operator should inform the child's guardians in a noticeable and clear manner and obtain their consents. Meanwhile, internet service operators should take measures like encryption when storing children's personal information. On March 12, 2021, the CAC and three other authorities jointly issued the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications. The Rules specifies the scope of necessary personal information to be collected each for a variety of common mobile internet applications, such as maps and navigation apps, online ride-hailing apps, instant messaging apps, online community apps. Operators of such apps shall not refuse to provide basic services to users on the ground of users' refusal to provide their personal non-essential information. On April 26, 2021, the MIIT issued the Interim Administrative Provisions on Personal Information Protection in Internet Mobile Applications (Draft for Comment). The draft of the Interim Administrative Provisions on Personal Information Protection in Internet Mobile Applications sets forth two principles of collection and utilization of personal information, namely "explicit consent" and "minimum necessity."

On August 20, 2021, the Standing Committee adopted the Personal Information Protection Law which took effect on November 1, 2021. The Personal Information Protection Law integrates provisions from several rules with respect to personal information rights and privacy protection. According to the Personal Information Protection Law, personal information refers to information related to identified or identifiable natural persons which is recorded by electronic or other means (excluding the anonymized information). The Personal Information Protection Law provides the circumstances under which a personal information processor could process personal information, such as where the consent of the individual concerned is obtained and where it is necessary for the conclusion or performance of a contract to which such individual is a party to such contract. In addition, it imposes further obligations on a personal information processor that provides for basic internet platform services, has large amount of users, has complicated business activities, including among others, formulating of an independent institution mainly comprising of outside members to supervise personal information processing activities, termination of provision of services for product or service providers on the platform whose personal information processing activities are in material violation of laws and regulations, and issuing personal information protection social responsibilities reports regularly. The Personal Information Protection Law also requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the processing purpose, in a method that has the least impact on personal rights and interests, and (ii) the collection of personal information should be limited to the minimum scope necessary to achieve the processing purpose to avoid the excessive collection of personal information. Different types of personal information and personal information processing will be subject to various rules on consent, transfer, and security. Entities handling personal information shall bear responsibilities for their personal information handling activities, and adopt necessary measures to safeguard the security of the personal information they handle. The entities failing to comply could be ordered to correct, or suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties.

Regulations Relating to Product Quality and Consumer Protection

The PRC Product Quality Law applies to all production and sale activities in China. Pursuant to this law, products offered for sale must satisfy the relevant quality and safety standards. Enterprises may not produce or sell counterfeit products in any fashion, including forging brand labels or giving false information regarding a product's manufacturer. Violations of state or industrial standards for health and safety and any other related violations may result in civil liabilities and administrative penalties, such as compensation for damages, fines, suspension or shutdown of business, as well as confiscation of products illegally produced and sold and the proceeds from such sales. Severe violations may subject the responsible individual or enterprise to criminal liabilities. Where a defective product causes physical injury to a person or damage to another person's property, the victim may claim compensation from the manufacturer or from the seller of the product. If the seller pays compensation and it is the manufacturer that should bear the liability, the seller has a right of recourse against the manufacturer. Similarly, if the manufacturer pays compensation and it is the seller that should bear the liability, the manufacturer has a right of recourse against the seller.

The PRC Consumer Protection Law, as amended on October 25, 2013 and effective on March 15, 2014, sets out the obligations of business operators and the rights and interests of the consumers. Pursuant to this law, business operators must guarantee that the commodities they sell satisfy the requirements for personal or property safety, provide consumers with authentic information about the commodities, and guarantee the quality, function, usage and term of validity of the commodities. Failure to comply with the PRC Consumer Protection Law may subject business operators to civil liabilities such as refunding purchase prices, exchange of commodities, repairing, ceasing damages, compensation, and restoring reputation, and even subject the business operators or the responsible individuals to criminal penalties if business operators commit crimes by infringing the legitimate rights and interests of consumers.

The PRC Consumer Protection Law further strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, especially on the business operators through the internet. For example, the consumers are entitled to return the goods (except for certain specific goods) within seven days upon receipt without any reasons when they purchase the goods from business operators via the internet. The consumers whose interests are harmed due to their purchase of goods or acceptance of services on online marketplace platforms may claim damages from the sellers or service providers. As to legal liabilities of the online marketplace platform operator, the PRC Consumer Protection Law and the Regulations of Several Issues on the Application of Laws in the Trial of Food and Drugs Cases issued by the Supreme People's Court of the PRC on December 23, 2013 and was latest amended on November 18, 2021 set forth that, where a consumer purchases products or accepts services via an online trading platform and his or her interests are prejudiced, if the online trading platform operator fails to provide the name, address and valid contact information of the seller, the manufacturer or the service provider, the consumer is entitled to demand compensation from the online trading platform operator. If the online trading platform operator gives an undertaking that is more favorable to consumers, it shall perform such undertaking. Once the online trading platform operator has paid compensation, it shall have a right of recourse against the seller, the manufacturer or the service provider. If an online trading platform operator is aware or ought to have been aware that a seller, manufacturer or service provider is using the online platform to infringe upon the lawful rights and interests of consumers and it fails to take necessary measures, it shall bear joint and several liabilities with the seller, the manufacturer or service provider for such infringement.

The PRC Civil Code, which was enacted by the National People's Congress on May 28, 2020 and took effect on January 1, 2021, also provides that if an online service provider is aware that an online user is committing infringing activities, such as selling counterfeit products, through its internet services and fails to take necessary measures, it shall be jointly liable with the said online user for such infringement. If the online service provider receives any notice from the infringed party on any infringing activities, the online service provider shall take necessary measures, including deleting, blocking and unlinking the infringing content, in a timely manner. Otherwise, it will be jointly liable with the relevant online user for the extended damages.

We are subject to the above laws and regulations as an online retailer of commodities and a marketplace service provider and believe that we are currently in compliance with these regulations in all material aspects.

Regulations Relating to Pricing

In China, the prices of a very small number of products and services are guided or fixed by the government. According to the Pricing Law, business operators must, as required by the government departments in charge of pricing, mark the prices explicitly and indicate the name, origin of production, specifications and other related particulars clearly. Business operators may not sell products at a premium or charge any fees that are not explicitly indicated. Business operators must not commit the specified unlawful pricing activities, such as colluding with others to manipulate the market price, using false or misleading prices to deceive consumers to transact, or conducting price discrimination against other business operators. Failure to comply with the Pricing Law may subject business operators to administrative sanctions such as warning, ceasing unlawful activities, compensation, confiscating illegal gains and fines. The business operators may be ordered to suspend business for rectification or have their business licenses revoked under severe circumstances. We are subject to the Pricing Law as an online retailer and believe that our pricing activities are currently in compliance with the law in all material aspects.

Regulation on Leasing

Pursuant to the Law on Administration of Urban Real Estate, when leasing premises, the lessor and lessee are required to enter into a written lease contract, containing such provisions as the leasing term, use of the premises, rental and repair liabilities, and other rights and obligations of both parties. Both lessor and lessee are also required to register the lease with the real estate administration department. If the lessor and lessee fail to go through the registration procedures, both lessor and lessee may be subject to fines.

According to the PRC Civil Code, which was enacted by the National People's Congress on May 28, 2020 and took effect on January 1, 2021, the lessee may sublease the leased premises to a third party, subject to the consent of the lessor. Where the lessee subleases the premises, the lease contract between the lessee and the lessor remains valid. The lessor is entitled to terminate the lease contract if the lessee subleases the premises without the consent of the lessor. In addition, if the lessor transfers the premises, the lease contract between the lessee and the lessor will still remain valid.

Regulation on Intellectual Property Rights

The PRC has adopted comprehensive legislation governing intellectual property rights, including trademarks, domain names and copyrights.

Trademark. The PRC Trademark Law and its implementation rules protect registered trademarks. The PRC Trademark Office of National Intellectual Property Administration is responsible for the registration and administration of trademarks throughout the PRC. The PRC Trademark Law has adopted a “first-to-file” principle with respect to trademark registration. As of December 31, 2021, we owned 622 registered trademarks in different applicable trademark categories.

In addition, pursuant to the PRC Trademark Law, counterfeit or unauthorized production of the label of another person’s registered trademark, or sale of any label that is counterfeited or produced without authorization will be deemed as an infringement to the exclusive right to use a registered trademark. The infringing party will be ordered to stop the infringement immediately, a fine may be imposed and the counterfeit goods will be confiscated. The infringing party may also be held liable for the right holder’s damages, which will be equal to the gains obtained by the infringing party or the losses suffered by the right holder as a result of the infringement, including reasonable expenses incurred by the right holder for stopping the infringement. If the gains or losses are difficult to determine, the court may render a judgment awarding damages of no more than RMB5 million.

Domain Name. Domain names are protected under the Administrative Measures on the Internet Domain Names promulgated by the MIIT on August 24, 2017. The MIIT is the major regulatory body responsible for the administration of the PRC internet domain names and the China Internet Network Information Center, or CNNIC, is responsible for the daily administration of .cn domain names and Chinese domain names. CNNIC adopts the “first to file” principle with respect to the registration of domain names. We have registered a number of domain names including [secoo.com](#).

Copyright. Pursuant to the PRC Copyright Law and its implementation rules, creators of protected works enjoy personal and property rights, including, among others, the right of disseminating the works through information network. Pursuant to the relevant PRC regulations, rules and interpretations, internet service providers will be jointly liable with the infringer if they (i) participate in, assist in or abet infringing activities committed by any other person through the internet, (ii) are or should be aware of the infringing activities committed by their website users through the internet, or (iii) fail to remove infringing content or take other action to eliminate infringing consequences after receiving a warning with evidence of such infringing activities from the copyright holder. In addition, where an ICP service operator is clearly aware of the infringement on certain content against another’s copyright through the internet, or fails to take measures to remove relevant contents upon receipt of the copyright owner’s notice, and as a result, it damages the public interest, the ICP service operator could be ordered to stop the tortious act and be subject to other administrative penalties such as confiscation of illegal income and fines. To comply with these laws and regulations, we have implemented internal procedures to monitor and review the content we have licensed from content providers before they are released on our platform and remove any infringing content promptly after we receive notice of infringement from the legitimate rights holder.

Software Copyrights. In order to further implement the Computer Software Protection Regulations promulgated by the State Council in December 2001 and amended subsequently, the State Copyright Bureau issued the Computer Software Copyright Registration Procedures in February 2002 and amended subsequently, which apply to software copyright registration, license contract registration and transfer contract registration. We have registered 38 computer software copyrights in China as of December 31, 2021.

Regulation on Employment

The PRC Labor Contract Law and its implementation rules provide requirements concerning employment contracts between an employer and its employees. If an employer fails to enter into a written employment contract with an employee within one year from the date on which the employment relationship is established, the employer must rectify the situation by entering into a written employment contract with the employee and pay the employee twice the employee’s salary for the period from the day following the lapse of one month from the date of establishment of the employment relationship to the day prior to the execution of the written employment contract. The PRC Labor Contract Law and its implementation rules also require compensation to be paid upon certain terminations. In addition, if an employer intends to enforce a non-compete provision in an employment contract or non-competition agreement with an employee, it has to compensate the employee on a monthly basis during the term of the restriction period after the termination or expiry of the labor contract. Employers in most cases are also required to provide severance payment to their employees after their employment relationships are terminated.

Enterprises in China are required by PRC laws and regulations to participate in certain employee benefit plans, including social insurance funds, namely a pension plan, a medical insurance plan, an unemployment insurance plan, a work-related injury insurance plan and a maternity insurance plan, and a housing provident fund, and contribute to the plans or funds in amounts equal to certain percentages of salaries, including bonuses and allowances, of the employees as specified by the local government from time to time at locations where they operate their businesses or where they are located.

On December 28, 2012, the PRC Labor Contract Law was amended to impose more stringent requirements on labor dispatch which became effective on July 1, 2013. Pursuant to amended PRC Labor Contract Law, the dispatched contract workers shall be entitled to equal pay for equal work as a fulltime employee of an employer, and they shall only be engaged to perform temporary, ancillary or substitute works, and an employer shall strictly control the number of dispatched contract workers so that they do not exceed certain percentage of total number of employees. “Temporary work” means a position with a term of less than six months; “auxiliary work” means a non-core business position that provides services for the core business of the employer; and “substitute worker” means a position that can be temporarily replaced with a dispatched contract worker for the period that a regular employee is away from work for vacation, study or for other reasons. According to the Interim Provisions on Labor Dispatch, or the Labor Dispatch Provisions, promulgated by the Ministry of Human Resources and Social Security on January 24, 2014, which became effective on March 1, 2014, (i) the number of dispatched contract workers hired by an employer should not exceed 10% of the total number of its employees (including both directly hired employees and dispatched contract workers); (ii) in the case that the number of dispatched contract workers exceeds 10% of the total number of its employees at the time when the Labor Dispatch Provisions became effective (i.e., March 1, 2014), the employer shall formulate a plan to reduce the number of its dispatched contract workers to below the statutory cap prior to March 1, 2016, and (iii) such plan shall be filed with the local bureau of human resources and social security. Nevertheless, the Labor Dispatch Provisions do not invalidate the labor contracts and dispatch agreements entered into prior to December 28, 2012. In addition, the employer shall not hire any new dispatched contract worker before the number of its dispatched contract workers is reduced to below 10% of the total number of its employees.

Regulations on Tax

The PRC Enterprise Income Tax Law imposes a uniform enterprise income tax rate of 25% on all PRC resident enterprises, including foreign-invested enterprises, unless they qualify for certain exceptions. The enterprise income tax is calculated based on the PRC resident enterprise’s global income as determined under PRC tax laws and accounting standards. If a non-resident enterprise sets up an organization or establishment in the PRC, it will be subject to enterprise income tax for the income derived from such organization or establishment in the PRC and for the income derived from outside the PRC but with an actual connection with such organization or establishment in the PRC.

The PRC Enterprise Income Tax Law and its implementation rules permit certain “high and new technology enterprises strongly supported by the state” that independently own core intellectual property and meet statutory criteria, to enjoy a reduced 15% enterprise income tax rate. In January 2016, the SAT, the Ministry of Science and Technology and the Ministry of Finance jointly issued the Administrative Rules for the Certification of High and New Technology Enterprises specifying the criteria and procedures for the certification of High and New Technology Enterprises.

Pursuant to the PRC Provisional Regulations on Value-Added Tax and their implementation regulations, unless otherwise specified by relevant laws and regulations, any entity or individual engaged in the sale of goods, provision of processing, repairs and replacement services and importation of goods into China is generally required to pay a value-added tax, or VAT, at the rate of 17% on revenues generated from sales of goods, less any deductible VAT already paid or borne by such entity. On April 4, 2018, the Ministry of Finance and the SAT jointly issued the Circular on Adjusting Value-added Tax Rates, or Circular 32. Under Circular 32, which became effective on May 1, 2018, the VAT rate of 17% were reduced to 16%. On March 20, 2019, the Ministry of Finance, the SAT and the General Administration of Customs issued the Circular on Relevant Policies for Deepening Value-added Tax Reform, which further reduced the VAT rate to 13%, effective as April 1, 2019.

Prior to January 1, 2012, pursuant to the PRC Provisional Regulations on Business Tax and its implementing rules, taxpayers providing taxable services that fall under the category of service industry in China are required to pay a business tax at a normal tax rate of 5% of their revenues with certain exceptions. Our PRC subsidiaries and consolidated VIEs were subject to business tax at the rate of 5% for their marketplace services. Since January 1, 2012, the PRC Ministry of Finance and the SAT have been implementing the VAT pilot program, which imposes VAT in lieu of business tax for certain industries in Shanghai, and since September 1, 2012, such pilot program has been expanded to eight other provinces or municipalities in the PRC. Since August 2013, this tax pilot program has been expanded to other areas on the nationwide basis in the PRC. Under the current tax rules, sales of used goods by our PRC subsidiaries and consolidated VIEs shall be subject to VAT at effective rate of 2%, while VAT is applicable at a rate of 3% for the sale of consigned goods by our PRC subsidiaries and consolidated VIEs. Sales of brand new merchandise purchased from entities is generally subject to VAT at the rate of 17% prior to May 1, 2018 and 16% since May 1, 2018 to March 30, 2019 and 13% since April 1, 2019. Service revenue for value-added telecommunications business is subject to VAT at the rate of 6%.

Pursuant to the PRC Enterprise Income Tax Law and its implementation rules, if a non-resident enterprise has not set up an organization or establishment in the PRC, or has set up an organization or establishment but the income derived has no actual connection with such organization or establishment, it will be subject to a withholding tax on its PRC-sourced income at a rate of 10%.

Pursuant to the Arrangement between the Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate in respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the PRC enterprise. Pursuant to the Notice of the SAT on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced withholding tax: (i) it must directly own the required percentage of equity interests and voting rights in the PRC resident enterprise; and (ii) it must have directly owned such percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. Furthermore, the Administrative Measures for Tax Convention Treatment for Non-resident Taxpayers, which became effective in November 2015 and replaced Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties (For Trial Implementation), provide that any non-resident enterprise meeting conditions for enjoying the convention treatment may be entitled to the convention treatment itself when filing a tax return or making a withholding declaration through a withholding agent, subject to the subsequent administration by the tax authorities. Moreover, pursuant to the Circular on Several Issues regarding the “Beneficial Owner” in Tax Treaties, or SAT Circular 9 issued by the SAT, which became effective from April 1, 2018, a resident of a contracting state will not qualify for the benefits under the tax treaties or arrangements, if it is not the “beneficial owner” of the dividend, interest and royalty income. According to SAT Circular 9, a “beneficial owner” is required to have ownership and the right to dispose of the income or the rights and properties giving rise to the income, and generally engage in substantive business activities. An agent or conduit company will not be regarded as a “beneficial owner” and, therefore, will not qualify for treaty benefits. A conduit company normally refers to a company that is set up primarily for the purpose of evading or reducing taxes or transferring or accumulating profits. On October 14, 2019, the SAT issued the Announcement of State Taxation Administration on Promulgation of the Administrative Measures on Nonresident Taxpayers Enjoying Treaty Benefits, which provides the non-resident taxpayers claiming treaty benefits shall be handled in accordance with the principles of “self-assessment, claiming benefits, retention of the relevant materials for future inspection” and further simplifies the information report which shall be submitted by the nonresident taxpayers at the time of declaration.

Pursuant to the Law on the Administration of Tax Collection of the PRC which was enacted by the Standing Committee of the National People’s Congress on September 4, 1992 and amended in April 2015, if a taxpayer fails to pay tax within the time limit pursuant to applicable tax laws or regulations, the tax authorities may, subject to the specific circumstances in each case, impose penalties on such taxpayer, including without limitation, imposing surcharge or imposing a fine of not more than five times the amount of the underpaid tax.

Regulations Relating to Overseas Listing and M&A

On August 8, 2006, six PRC governmental and regulatory agencies, including the MOFCOM and the CSRC, jointly promulgated the M&A Rules, governing the mergers and acquisitions of domestic enterprises by foreign investors that became effective on September 8, 2006 and revised on June 22, 2009. Foreign investors shall comply with the M&A rules when they purchase equity interests of a domestic company or subscribe for the increased capital of a domestic company, and thus changing the nature of the domestic company into a foreign-invested enterprise; or when the foreign investors establish a foreign-invested enterprise in the PRC for the purpose of purchasing the assets of a domestic company and operating the asset; or when the foreign investors purchase the asset of a domestic company, establish a foreign-invested enterprise by injecting such assets, and operate the assets. The M&A rules, among other things, purports to require that an offshore special vehicle, or a special purpose vehicle, formed for listing purposes and controlled directly or indirectly by PRC companies or individuals, shall obtain the approval of the CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange.

On July 6, 2021, the relevant PRC government authorities issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies.

On December 27, 2021, the NDRC and the MOC jointly issued the Special Administrative Measures (Negative List) for Foreign Investment Access (2021 Version), or the 2021 Negative List, which became effective on January 1, 2022. Pursuant to such Special Administrative Measures, if a domestic company engaging in the prohibited business stipulated in the 2021 Negative List seeks an overseas offering and listing, it shall obtain the approval from the competent governmental authorities. Besides, the foreign investors of the company shall not be involved in the company's operation and management, and their shareholding percentage shall be subject, mutatis mutandis, to the relevant regulations on the domestic securities investments by foreign investors.

On December 24, 2021, the State Council issued a draft of the Provisions of the State Council on the Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Provisions, and the CSRC issued a draft of Administration Measures for the Filing of Overseas Securities Offering and Listing by Domestic Companies, or the Draft Administration Measures, for public comments. According to the Draft Provisions and the Draft Administration Measures, the overseas offering and listing by a domestic company, whether directly or indirectly, shall be filed with the CSRC. Specifically, the determination of an indirect offering and listing will be conducted on a "substance over form" basis, and an offering and listing shall be considered as an indirect overseas offering and listing by a domestic company if the issuer meets the following conditions: (i) the operating income, gross profit, total assets, or net assets of the domestic enterprise in the most recent fiscal year was more than 50% of the relevant line item in the issuer's audited consolidated financial statement for that year; and (ii) senior management personnel responsible for business operations and management are mostly PRC citizens or are ordinarily resident in the PRC, and the main place of business is in the PRC or carried out in the PRC. According to the Draft Administration Measures, an overseas offering and listing is prohibited under any of the following circumstances: (i) if the intended securities offering and listing is specifically prohibited by national laws and regulations and relevant provisions; (ii) if the intended securities offering and listing may constitute a threat to or endangers national security as reviewed and determined by competent authorities under the State Council in accordance with law; (iii) if there are material ownership disputes over the equity, major assets, and core technology, etc. of the issuer; (iv) if, in the past three years, the domestic enterprise or its controlling shareholders or actual controllers have committed corruption, bribery, embezzlement, misappropriation of property, or other criminal offenses disruptive to the order of the socialist market economy, or are currently under judicial investigation for suspicion of criminal offenses, or are under investigation for suspicion of major violations; (v) if, in past three years, directors, supervisors, or senior executives have been subject to administrative punishments for severe violations, or are currently under judicial investigation for suspicion of criminal offenses, or are under investigation for suspicion of major violations; (vi) other circumstances as prescribed by the State Council.

According to the Draft Administration Measures, the issuer or its affiliated domestic company, as the case may be, shall file with the CSRC (i) with respect to its initial public offering and listing within three business days, after its initial filing of the listing application to the regulator in the place of the intended listing, (ii) with respect to its follow-on offering within three business days after completion of the follow-on offering, (iii) with respect to its follow-on offering for purpose of acquiring specific assets, within three business days after the first public announcement of the transaction, and (iv) with respect to listing by means of reverse takeover, share swap, acquisition and similar transactions, within three business days after its initial filing of the listing application or the first public announcement of the transaction, as case may be. Non-compliance with the Draft Administration Measures or an overseas listing completed in breach of Draft Administration Measures may result in a warning on the relevant domestic companies or a fine of RMB1 million to RMB10 million on them. If the circumstances are serious, they may be ordered to suspend their business or suspend their business pending rectification, or their permits or businesses license may be revoked. Furthermore, the controlling shareholder, actual controllers, directors, supervisors, and other legally appointed persons of the domestic enterprises may be warned, or fined between RMB500,000 to RMB5,000,000 either individually or collectively.

Regulations on Anti-Monopoly Matters related to Internet Platform Companies

The currently effective PRC Anti-monopoly Law, which took effect on August 1, 2008, prohibits monopolistic conduct such as entering into monopoly agreements, abusing market dominance and concentration of undertakings that may have the effect of eliminating or restricting competition. On October 23, 2021, the Standing Committee of the National People's Congress issued a second draft amendment to the amended Anti-Monopoly Law for public comments, which proposes to increase the fines for illegal concentration of business operators to "no more than ten percent of its preceding year's sales revenue if the concentration of business operator has or may have an effect of excluding or limiting competition; or a fine of up to RMB5 million if the concentration of business operator does not have an effect of excluding or limiting competition." The draft also proposes for the relevant authority to investigate transaction where there is evidence that the concentration has or may have the effect of eliminating or restricting competition, even if such concentration does not reach the filing threshold.

On February 7, 2021, the Anti-monopoly Commission of the State Council officially promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines for Internet Platforms. Pursuant to an official interpretation from the Anti-monopoly Commission of the State Council, the Anti-Monopoly Guidelines for Internet Platforms mainly covers five aspects, including general provisions, monopoly agreements, abusing market dominance, concentration of undertakings, and abusing of administrative powers eliminating or restricting competition. The Anti-Monopoly Guidelines for Internet Platforms prohibits certain monopolistic acts of internet platforms so as to protect market competition and safeguard interests of users and undertakings participating in internet platform economy, including without limitation, prohibiting platforms with dominant position from abusing their market dominance (such as discriminating customers in terms of pricing and other transactional conditions using big data and analytics, coercing counterparties into exclusivity arrangements through entering into written or oral agreements or using technology means to block competitors' interface or reduce positions in search results of goods displays, using bundle services to sell different services or products, compulsory collection of unnecessary user data). In addition, the Anti-Monopoly Guidelines for Internet Platforms also reinforces antitrust merger review for internet platform related transactions to safeguard market competition. On August 17, 2021, the SAMR issued the Provisions on Prohibition of Unfair Competition on the Internet (Draft for Comments), which prohibits business operators from, including among others, using data, algorithms and other technical means to commit traffic hijacking, interference, malicious incompatibility and other improprieties to influence user choices or hinder or damage the normal operation of network products or services offered by other business operators.

Regulations Relating to Foreign Exchange

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, most recently amended in August 2008. Under the PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities or banks designated by SAFE is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of foreign currency-denominated loans.

In November 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment which substantially amends and simplifies the current foreign exchange procedure. Pursuant to this circular, the SAFE improves foreign exchange administration in direct investment by repealing or adjusting certain approval items for foreign exchange administration in direct investment.

On March 30, 2015, SAFE promulgated Circular on Reforming the Management Approach regarding the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises, or SAFE Circular No. 19, which came into effect on June 1, 2015. According to SAFE Circular No. 19, the foreign currency capital contribution to a foreign invested enterprise, or an FIE, in its capital account may be converted into RMB on a discretionary basis. Furthermore, on June 15, 2016, SAFE promulgated Circular on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, or SAFE Circular No. 16. SAFE Circular No 16 provides, in addition to foreign currency capital, enterprises registered in the PRC may also convert their foreign debts, as well as repatriated funds raised through overseas listing, from foreign currency to RMB on a discretionary basis. SAFE Circular No. 16 also reiterates that the use of capital so converted shall follow “the principle of authenticity and self-use” within the business scope of the enterprise. According to SAFE Circular No. 16, the RMB funds so converted shall not be used for the purposes of, whether directly or indirectly, (i) paying expenditures beyond the business scope of the enterprises or prohibited by laws and regulations; (ii) making securities investment or other investments (except for banks’ principal-secured products); (iii) granting loans to non-affiliated enterprises, except as expressly permitted in the business license; and (iv) purchasing non-self-used real estate (except for the foreign-invested real estate enterprises).

On October 23, 2019, SAFE issued the Circular on Further Promoting Cross-border Trade and Investment Facilitation, or SAFE Circular 28. Among others, SAFE Circular 28 relaxes the prior restrictions and allows the foreign-invested enterprises without equity investment as in their approved business scope to use their capital obtained from foreign exchange settlement to make domestic equity investment as long as the investments are real and in compliance with the foreign investment-related laws and regulations. In addition, SAFE Circular 28 stipulates that qualified enterprises in certain pilot areas may use their capital income from registered capital, foreign debt and overseas listing, for the purpose of domestic payments without providing authenticity certifications to the relevant banks in advance for those domestic payments. The Circular Regarding Further Optimizing the Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment jointly promulgated by the People’s Bank of China, NDRC, MOFCOM, the State-owned Assets Supervision and Administration Commission of the State Council, the China Banking and Insurance Regulatory Commission and SAFE on December 31, 2020 and effective on February 4, 2021 allows the non-investment foreign-invested enterprises to make domestic reinvestment with RMB capital in accordance with the law on the premise that they comply with prevailing regulations and the invested projects in China are authentic and compliant. In addition, if a foreign-invested enterprise uses RMB income under capital accounts to conduct domestic reinvestment, the invested enterprise is not required to open a special deposit account for RMB capital.

Regulations Relating to Dividend Distribution

Wholly foreign-owned companies in the PRC may pay dividends only out of their accumulated profits after tax as determined in accordance with PRC accounting standards. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. Wholly foreign-owned companies may not pay dividends unless they set aside at least 10% of their respective accumulated profits after tax each year, if any, to fund certain reserve funds, until such time as the accumulative amount of such fund reaches 50% of the wholly foreign-owned company’s registered capital. In addition, these companies also may allocate a portion of their after-tax profits based on PRC accounting standards to employee welfare and bonus funds at their discretion. These reserve funds and employee welfare and bonus funds are not distributable as cash dividends. Our PRC subsidiaries are wholly foreign-owned enterprises subject to the described regulations.

SAFE and NDRC Regulations on Offshore Special Purpose Companies Held by PRC Residents

SAFE Circular on Relevant Issues Relating to Domestic Resident's Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular No. 37, issued by SAFE and effective in July 2014, regulates foreign exchange matters in relation to the use of special purpose vehicles, or SPVs, by PRC residents or entities to seek offshore investment and financing and conduct round trip investment in China. Under SAFE Circular No. 37, a SPV refers to an offshore entity established or controlled, directly or indirectly, by PRC residents or entities for the purpose of seeking offshore financing or making offshore investment, using legitimate domestic or offshore assets or interests, while "round trip investment" refers to the direct investment in China by PRC residents or entities through SPVs, namely, establishing foreign-invested enterprises to obtain the ownership, control rights and management rights. SAFE Circular No. 37 requires that, before making contribution into an SPV, PRC residents or entities are required to complete foreign exchange registration with the SAFE or its local branch. SAFE Circular No. 37 further provides that option or share-based incentive tool holders of a non-listed SPV can exercise the options or share incentive tools to become a shareholder of such non-listed SPV, subject to registration with SAFE or its local branch. SAFE Circular No. 37 was issued to replace the Notice on Relevant Issues Concerning Foreign Exchange Administration for PRC Residents Engaging in Financing and Roundtrip Investments via Overseas Special Purpose Vehicles, or SAFE Circular No. 75. SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment, or SAFE Circular No. 13, in February 2015, which took effect on June 1, 2015. SAFE Circular No. 13 has amended SAFE Circular No. 37 by requiring PRC residents or entities to register with qualified banks instead of SAFE or its local branch in connection with their establishment of an SPV.

PRC residents who have contributed legitimate domestic or offshore interests or assets to SPVs but have yet to obtain SAFE registration before the implementation of SAFE Circular No. 37 shall register their ownership interests or control in such SPVs with SAFE or its local branch. An amendment to the registration is required if there is a material change involving the SPV registered, such as any change of basic information (including change of such PRC residents, change of name and operation term of the SPV), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions. Failure to comply with the registration procedures set forth in SAFE Circular No. 37 and SAFE Circular No. 13, misrepresent on or failure to disclose controllers of foreign-invested enterprise that is established through round-trip investment, may result in restrictions on the foreign exchange activities of the relevant foreign-invested enterprises, including payment of dividends and other distributions, such as proceeds from any reduction in capital, share transfer or liquidation, to its offshore parent company or affiliates and the capital inflow from the offshore parent company, and may also subject the relevant PRC residents or entities to penalties under PRC foreign exchange administration regulations.

Mr. Richard Rixue Li and Ms. Zhaohui Huang, our founders, have completed required registrations with the local counterpart of SAFE in relation to our financing and restructuring and the subsequent changes to our shareholding structure.

Administrative Measures for Outbound Investment by Enterprises, or NDRC Measures No. 11, promulgated by NDRC on December 26, 2017 and effective as of March 1, 2018, regulates that the NDRC Measures No. 11 shall be implemented by reference to PRC citizens residing in mainland China who seek offshore investments via overseas enterprises under their control. Under the NDRC Measures No. 11, such PRC citizens' overseas investments shall be subject to administration by record-filing with NDRC or its local counterparts or shall be subject to approval of NDRC if such overseas investments are sensitive projects, such as projects in sensitive countries and regions or involving sensitive industries. Currently there remains significant uncertainties on the interpretation and implementation of the NDRC Measures No. 11 by the competent authorities in practice with respect to whether our founders' current investments in us via their offshore holding company or their future transaction with our shares will be subject to the administration or approval of NDRC.

SAFE Regulations on Employee Stock Incentive Plan

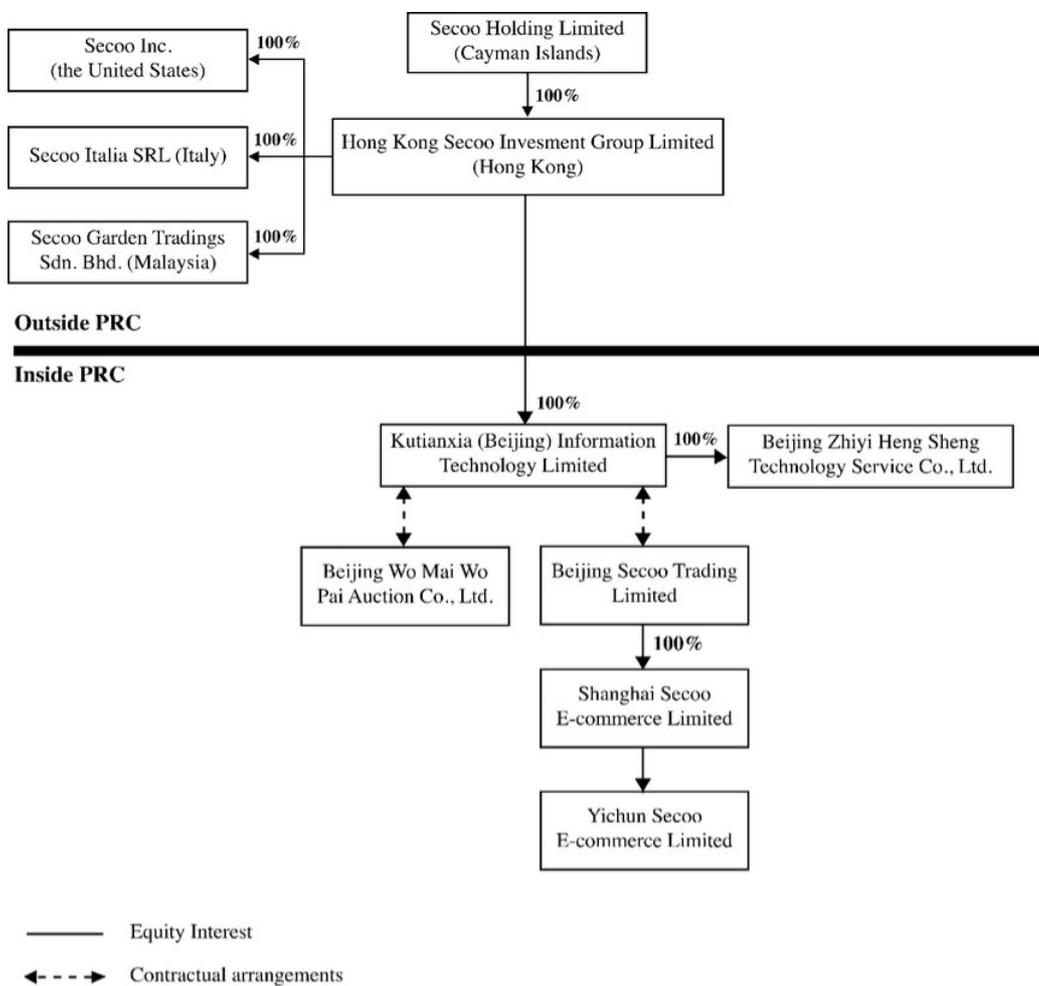
In February 2012, SAFE promulgated the Notices on Issues concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly-Listed Company, replacing earlier rules promulgated in March 2007, to regulate the foreign exchange administration of PRC citizens and non-PRC citizens who reside in the PRC for a continuous period of not less than one year, with a few exceptions, who participate in stock incentive plans of overseas publicly-listed companies. Pursuant to these rules, these individuals who participate in any stock incentive plan of an overseas publicly-listed company, are required to register with SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas listed company, and complete certain other procedures. We and our executive officers and other employees who are PRC citizens or non-PRC citizens who reside in the PRC for a continuous period of not less than one year and have been granted options are subject to these regulations upon the completion of our initial public offering. We have completed the filing procedures with respect to our employee stock incentive plan in 2017.

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

C. Organizational Structure

Corporate Structure

The following diagram illustrates our corporate structure, including our major subsidiaries and VIEs, as of the date of this annual report.



Contractual Arrangements with our VIEs and Their Shareholders

The following is a summary of the currently effective contractual for investments of and among our wholly owned subsidiary, Kutianxia, our VIEs, Beijing Secoo and Beijing Auction, and the shareholders of Beijing Secoo and Beijing Auction.

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

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

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

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

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

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

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

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

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

Exclusive Business Cooperation Agreement. Under the exclusive business cooperation agreement between Kutianxia and Beijing Secoo dated May 24, 2011, and as amended on March 26, 2015 with a retrospective effect, Kutianxia is appointed as the exclusive service provider for the provision of business support and technology and consulting services to Beijing Secoo. The service fees payable by Beijing Secoo to Kutianxia depend on the amount of services provided and the market value for those services. Beijing Secoo is required to provide its financial statements and all the related records of operations, business contracts and financial information to Kutianxia within a stipulated period of time subsequent to the financial year end. Kutianxia shall exclusively own the intellectual property rights created by Kutianxia or Beijing Secoo, as a result of the performance of this agreement. The agreement has an initial term of ten years and can be extended at the sole election of Kutianxia. Beijing Secoo is not permitted to terminate the agreement unless Kutianxia commits gross negligence or fraud.

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

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

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

- the ownership structures of Kutianxia, which is our PRC subsidiary, and Beijing Secoo and Beijing Auction, our VIEs, will not result in any violation of PRC laws or regulations currently in effect; and
- the contractual arrangements among Kutianxia, which is our PRC subsidiary, our VIEs and their respective shareholders governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect.

However, there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the above opinion of our PRC legal counsel. If the PRC government finds that the agreements that establish the structure for operating our online retail or auction businesses do not comply with PRC government restrictions on foreign investment in e-commerce and related businesses, including but not limited to online retail or auction businesses, we could be subject to severe penalties including being prohibited from continuing operations. See “Item 3.D. Risk Factors—Risks Related to Our Corporate Structure—If the PRC government deems that the contractual arrangements in relation to Beijing Auction and Beijing Secoo do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.” and “Item 3.D. Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the PRC legal system could adversely affect us.”

D. Property, Plant and Equipment

As of the date of this report, we are headquartered in Beijing, where we have leased an aggregate of approximately 8,160 square meters of office, customer service center and logistics center space. As of the date of this annual report, we have also leased an aggregate of approximately 37,448 square meters of offline experience centers, office, customer service center and logistics center space in Hainan, Shanghai, Shenzhen, Yichun, Xiamen, Hong Kong, Milan and Malaysia. A summary of our leased properties as of the date of this annual report is shown below:

Location	Space (in square meters)	Use	Lease Term (years)
Beijing	8,160	Office, customer service center and logistics center space	1
Hainan	3,864	Logistics center space and office	3
Shanghai	3,309	Offline experience center and office	5
Xiamen	800	Offline experience center	4
Yichun	25,375	Office, customer service center and logistics center space	4 — 5
Shenzhen	50	Office	1
Hong Kong	2,300	Office and logistics center space	2 — 3
Milan	950	Office and logistics center space	6
Malaysia	800	Offline experience center	5

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

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

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 our consolidated financial statements and the related notes included elsewhere in this annual report. This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Item 3.D. Risk Factors” or in other parts of this annual report.

A. Operating Results

Overview

We have experienced significant growth since we commenced our business operations in 2011. The growth was adversely impacted by the outbreak of COVID-19 pandemic in recent years.

Key Factors Affecting Our Results of Operations

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

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

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

Impact of COVID-19 On Our Operations and Financial Performance

In early 2020, in response to the intensifying efforts to contain the spread of COVID-19, the Chinese government took a number of actions, which included extending the Chinese New Year holiday, quarantining individuals suspected of having COVID-19, asking residents in China to stay at home and to avoid public gathering, among other things. COVID-19 also resulted in temporary closure of many corporate offices, retail stores, and manufacturing facilities and factories across the globe, and put significant strain on merchandise shipping and delivery. We cannot assure you that the COVID-19 pandemic can be eliminated or contained in the near future or a similar outbreak will not occur again. For example, in early 2022, the Omicron variant of COVID-19 made its presence felt in China, including in Jilin Province, Shenzhen and Shanghai where strict lockdowns were imposed. Due to the restrictive measures implemented to curb COVID-19 cases, precautionary measures, including varying levels of travel restrictions, quarantine and testing requirements, and encouragement of reduced travel, were reinstated in China in 2021 and early 2022 in response to emerged cases in various regions of China. These measures resulted in a slowdown in demand in discretionary spending and delayed logistics services, which, in turn, materially and adversely affected our results of operations in 2021 and potentially beyond. We cannot assure you when these precautionary measures will be lifted. If the COVID-19 pandemic and the resulting disruption to our business were to extend over a prolonged period, it could materially and adversely affect our business, financial condition, and results of operations.

Our business and results of operations have been and are likely to continue to be materially adversely affected the COVID-19 pandemic. Our total revenues decreased by 12.1% from RMB6,845.6 million in 2019 to RMB6,019.7 million in 2020, and further to RMB3,131.6 million (US\$491.4 million) by 48.0% in 2021. The decrease in revenues was primarily attributable to a slowdown in demand in discretionary spending and delayed logistics services due to the impact of the COVID-19 pandemic. Also, our offline GMV decreased by 73.1% from RMB706.6 million in 2019 to RMB190.1 million in 2020, and further to RMB52.5 million (US\$8.2 million) by 72.4% in 2021, primarily due to the impact of the COVID-19 pandemic. See “Item 3. Key Information-D. Risk Factors—Risks Related to Our Business - We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations” and “Item 3. Key Information-D. Risk Factors—Risks Related to Our Business—Our business has been and is likely to continue to be materially adversely affected by the COVID-19 pandemic globally and in China”

Revenues

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

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

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

	For the Year Ended December 31,						
	2019		2020		2021		
	RMB	%	RMB	%	RMB	US\$	
	GMV (in RMB millions)						
Online revenue							
Mobile applications	5,268,203	77.0	4,571,325	75.9	2,405,729	377,511	76.8
Web	1,173,607	17.1	1,414,625	23.5	697,157	109,399	22.3
Total online revenue	6,441,810	94.1	5,985,950	99.4	3,102,886	486,910	99.1
Offline revenue	403,770	5.9	33,731	0.6	28,738	4,510	0.9
Total revenue	6,845,580	100.0	6,019,681	100.0	3,131,624	491,420	100.0
Online GMV							
Mobile applications	11,108.4	80.6	12,340.9	78.3	8,785.6	1,378.7	86.5
Web	1,970.3	14.3	3,237.5	20.5	1,324.4	207.8	13.0
Total online GMV	13,078.7	94.9	15,578.4	98.8	10,110.0	1,586.5	99.5
Offline GMV	706.6	5.1	190.1	1.2	52.5	8.2	0.5
Total GMV (in millions)	13,785.3	100.0	15,768.5	100.0	10,162.5	1,594.7	100.0
Total orders (in thousands)	4,040.7		4,380.0		2,910.7		

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

Total number of orders. Our total number of orders were 4,040.7 thousand in 2019, 4,380.0 thousand in 2020 and 2,910.7 thousand in 2021. The decreases were caused by the slowdown in demand of discretionary spending and delayed logistics services worldwide due to the lingering impact of global COVID-19 pandemic.

Total GMV: We define GMV as the total value of all orders of products and services, excluding the value of whole car sales, placed on our online platform and in our offline experience centers, regardless of whether the products or services are delivered, returned or cancelled, as applicable. We consider GMV an important indicator of our growth and business performance as it measures the volume of transactions through our merchandise sales as well as marketplace services. Our GMV grew by 14.4% from RMB13,785.3 million in 2019 to RMB15,768.5 million in 2020, and decreased by 35.60% from RMB15,768.5 million in 2020 to RMB10,162.5 million (US\$1,594.7 million) in 2021, which was mainly due to the impact of global COVID-19 pandemic. Our total online GMV increased by 19.1% from RMB13,078.7 million in 2019 to RMB15,578.4 million in 2020 and decreased by 35.1% from RMB15,578.4 million in 2020 to RMB10,110.0 million (US\$1,586.5 million) in 2021, primarily due to the impact of the COVID-19 pandemic. Our offline GMV decreased by 73.1% from RMB706.6 million in 2019 to RMB190.1 million in 2020, and further decreased by 72.4% from RMB190.1 million in 2020 to RMB52.5 million (US\$8.2 million) in 2021, primarily due to the impact of the COVID-19 pandemic.

Our revenue generated from mobile application, which contributed the majority of our revenue, decreased from RMB5,268.2 million in 2019 to RMB4,571.3 million in 2020, and further decreased to RMB2,405.7 million (US\$377.5 million) in 2021. We generated 94.1%, 99.4% and 99.1% of our total revenue through our online platform in 2019, 2020 and 2021, respectively.

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

	For the Year Ended December 31,			
	2019	2020	2021	
	RMB	RMB	RMB	US\$
	(in thousands)			
Merchandise sales	6,609,874	5,790,248	2,986,044	468,575
Marketplace and other services	235,706	229,433	145,580	22,845
Total	6,845,580	6,019,681	3,131,624	491,420

In 2021, we generated approximately 95.4% and 4.6% of our revenue from our merchandise sales, and marketplace and other services, respectively. Other services mainly include advertising and maintenance services amounted to RMB52.8 million, RMB29.4 million and RMB29.6 million (US\$4.6 million) in 2019, 2020 and 2021, respectively.

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

	For the Year Ended December 31,		
	2019	2020	2021
Our company and our subsidiaries	8 %	13 %	15 %
Our VIEs and their subsidiaries	92 %	87 %	85 %
Total revenues	100 %	100 %	100 %

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

Cost of revenues

Our cost of revenues primarily cost of merchandise sold, inventory write-downs, repair and maintenance staff payroll and related equipment depreciation and amortization. Our cost of goods sold does not include payment processing, packaging material and product delivery costs. Therefore, our cost of revenues may not be comparable to other companies which include such expenses in their cost of revenues. Our inventory write-downs were provided for damaged goods and slow-moving merchandise, which is dependent upon factors such as historical and forecasted consumer demand, and the sales promotion.

Operating expenses

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

	For the Year Ended December 31,					
	2019		2020		2021	
	RMB	%	RMB	%	RMB	US\$
	(in thousands, except percentages)					
Fulfillment	190,503	2.8	185,473	3.1	125,170	19,642
Marketing	480,442	7.0	279,207	4.6	214,299	33,628
Technology and content development	101,477	1.5	113,542	1.9	100,136	15,714
General and administrative	208,052	3.0	267,841	4.4	299,101	46,935
Total operating expenses	980,474	14.3	846,063	14.0	738,706	115,919

Fulfillment expenses. Fulfillment expenses consist primarily of packaging material costs and those costs incurred in shipping and operating and staffing our fulfillment and customer service centers, including costs attributable to receiving, inspecting, and warehousing inventories; picking, packaging, and preparing customer orders for shipment; and collecting payments from customers and responding to inquiries from customer. We will continue to invest in our fulfillment and delivery network to support our long-term growth and in the meantime seek to achieve lower delivery cost by establishing further cooperation with third party couriers as our bargaining power increases.

Marketing expenses. Marketing expenses consist primarily of advertising expenses, promotion expenses, payroll and related expenses for personnel engaged in marketing activities. We plan to enhance our ability to conduct precise and targeted marketing leveraging our business intelligence system and big data technology in order to improve our advertising efficiency.

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

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General and administrative expenses. General and administrative expenses consist primarily of payroll and related costs for employees involved in general corporate functions, including accounting, finance, tax, legal and human resources, professional fees for third parties and other general corporate costs, as well as costs associated with the use of facilities and equipment for these general corporate functions, such as depreciation and operating lease expenses.

Other (income) expenses

Other (income) expenses consist of (i) interest income (ii) interest expense (iii) foreign currency exchange losses (gain) (iv) change in fair value of financial instruments, and (iv) others. The following table sets forth the components of other expenses both in absolute amount and as a percentage of total revenues for the periods indicated:

	Year Ended December 31,						
	2019		2020		2021		
	RMB	%	RMB	%	RMB	US\$	%
	(in thousands, except percentages)						
Interest income	(9,420)	(0.1)	(4,851)	(0.1)	(843)	(132)	*
Interest expense	118,867	1.7	129,276	2.1	138,927	21,801	4.5
Foreign currency exchange losses (gain)	3,426	0.1	5,446	0.1	(128)	(20)	*
Change in fair value of financial instruments	(20,660)	(0.3)	(938)	*	—	—	—
Others	(68,837)	(1.0)	(12,786)	(0.2)	(23,690)	(3,717)	(0.8)
Total other (income) expenses	<u>23,376</u>	<u>0.4</u>	<u>116,147</u>	<u>1.9</u>	<u>114,266</u>	<u>17,932</u>	<u>3.7</u>

* Less than 0.1%

Interest expense. Our interest expense is comprised of interest costs and incidental charges associated with our short-term borrowings, convertible note and related other long-term borrowing after the Original Note became matured.

Foreign currency exchange losses (gain). Foreign currency exchange losses are primarily due to the foreign currency exchange losses in association with cash, time deposits and restricted cash held by our Hong Kong subsidiary.

Change in fair value of financial instruments. Change in fair value of financial instruments comprised of the change in fair value of investment in an equity investee, contingent considerations, put option and investment securities.

Others. Others primarily comprised of subsidy income and losses on disposal of subsidiaries.

Taxation**Cayman Islands**

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

Hong Kong

Before 2018, our subsidiary incorporated in Hong Kong was subject to the uniform tax rate of 16.5% on taxable income generated from the operations in Hong Kong. Hong Kong's two-tier income tax system was officially implemented on April 1, 2018. For the first HK\$2.0 million, the company's income tax rate is 8.25%, and the subsequent profits are taxed at 16.5%. There is an anti-fragmentation measure where each group will have to nominate only one company in the group to benefit from the progressive rates. Under the Hong Kong tax laws, it is exempted from the Hong Kong income tax on its foreign-derived income and there are no withholding taxes in Hong Kong on the remittance of dividends.

PRC

Our PRC subsidiaries and consolidated VIEs are companies incorporated under PRC law and, as such, are subject to PRC enterprise income tax on their taxable income in accordance with the relevant PRC income tax laws. Under the PRC Enterprise Income Tax Law (“EIT Law”) which became effective on January 1, 2008 and was further amended on February 24, 2017 and December 29, 2018, respectively, and its implementation rules, which became effective on January 1, 2008 and was further amended on April 23, 2019, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions.

In accordance with the implementation rules of EIT Law, and a qualified “High and New Technology Enterprise” (“HNTE”) is eligible for a preferential tax rate of 15% with HNTE certificate effective for a period of three years. An entity must file required supporting documents with the tax authority and ensure fulfillment of the relevant HNTE criteria before using the preferential rate. An entity could re-apply for the HNTE certificate when the prior certificate expires. One of our PRC subsidiaries, Kutianxia, is qualified HNTEs in 2020 and enjoys a reduced tax rate of 15%, which will expire in 2023. Our other PRC subsidiaries and consolidated VIEs and VIE’s subsidiaries are subject to the 25% EIT rate.

Under the PRC Enterprise Income Tax Law and its implementation rules, dividends from our PRC subsidiaries paid out of profits generated after January 1, 2008, are subject to a withholding tax of 10%, unless there is a tax treaty with China that provides for a different withholding tax rate. Distributions of profits generated before January 1, 2008 are exempt from PRC withholding tax. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate with respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10%, if such Hong Kong enterprise directly holds at least 25% equity interest in the PRC enterprise. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interest and voting rights in the PRC resident enterprise; and (iii) it must have directly owned such required percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. Furthermore, the Administrative Measures for Tax Convention Treatment for Nonresident Taxpayers, or Circular 60, which became effective in November 2015 and replaced the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties (For Trial Implementation), provide that any non-resident enterprise meeting conditions for enjoying the convention treatment may be entitled to the convention treatment itself when filing a tax return or making a withholding declaration through a withholding agent, subject to the subsequent administration by the tax authorities. Pursuant to the Bulletin on Administrative Measures on Treaties Benefit for Non-resident Taxpayers, or SAT Circular 35, which became effective in January 2020 and replaced the Circular 60, non-resident enterprises are not required to obtain pre-approval from the relevant tax authority in order to enjoy the reduced withholding tax rate. Instead, non-resident enterprises may, if they determine by self-assessment that the prescribed criteria to enjoy the tax treaty benefits are met, directly apply for the reduced withholding tax rate, and file necessary forms, and simultaneously gathering and retaining the relevant materials, which will be subject to post-filing examinations by the relevant tax authorities. There are also other conditions for enjoying the reduced withholding tax rate according to other relevant tax rules and regulations. Accordingly, Hong Kong Secoo may be able to benefit from the 5% withholding tax rate for the dividends it receives from Kutianxia, if it satisfies the conditions prescribed under Circular 81 and other relevant tax rules and regulations, and obtains the approvals as required. However, according to Circular 81, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax. Under the PRC Enterprise Income Tax Law, an enterprise established outside of the PRC with “de facto management bodies” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term “de facto management bodies” as the body that exercises full and substantial control and overall management over the business, production, personnel, accounts and properties of an enterprise. Circular 82 provides certain specific criteria for determining whether the “de facto management body” of a Chinese-controlled offshore-incorporated enterprise is located in China. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the SAT’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises, non-PRC enterprises, or individuals. Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. However, if one or more of our legal entities organized outside of the PRC were characterized as PRC resident enterprises, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See also “Item 3.D. Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders. In addition, any noncompliance with PRC tax laws may adversely affect us.”

Critical Accounting Estimates

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

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

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

Revenue Recognition

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

On January 1, 2018, we adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method for all contracts not completed as of the date of adoption.

Under ASC 606, we recognize revenues upon the satisfaction of its performance obligation (upon transfer of control of promised goods or services to customers) in an amount that reflects the consideration to which we expect to be entitled to in exchange for those goods or services, excluding amounts collected on behalf of third parties.

To achieve that core principle, we apply the five steps defined under Topic 606: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfies a performance obligation. We assess our revenue arrangements against specific criteria in order to determine if we are acting as principal or agent. Revenue arrangements with multiple performance obligations are divided into separate distinct goods or services. We allocate the transaction price to each performance obligation based on the relative standalone selling price of the goods or services provided. Revenue is recognized upon the transfer of control of promised goods or services to a customer. The adoption of new revenue standard did not impact retained earnings as of January 1, 2019. We have updated significant accounting policies and relevant disclosures hereinafter.

Our revenue recognition policies effective upon the adoption of ASC 606 are as follows:

Merchandise Sales

We present the revenue generated from our sales of merchandise on a gross basis as we have control of the goods and have the ability to direct the use of goods to obtain substantially all the benefits. In making this determination, we also assess whether we are primarily obligated in these transactions, are subject to inventory risk, have latitude in establishing prices, or have met several but not all of these indicators.

Revenues are measured as the amount of consideration we expect to receive in exchange for transferring products to consumers. Consideration from merchandise sales is recorded net of value-added tax, discounts and return allowances. Return allowances were RMB2.3 million and RMB0.1 million as of December 31, 2020 and 2021, respectively, which reduce revenue, are estimated based utilizing the most likely amount method based on historical data and updated at the end of each reporting period.

With respect to considerations from merchandise sales, we allocate proceeds from merchandise sales among sales of the products, customer loyalty program benefits and coupons with material rights based on relative standalone selling price. Proceeds allocated to sales of goods are recognized as revenue from merchandise sales when the receipt of merchandise is confirmed by the customer, which is the point that the control of the merchandise is transferred to the customer. Proceeds allocated to customer loyalty program benefits and coupons are recorded as deferred revenues.

We utilize delivery service providers to deliver products to our consumers (“shipping activities”) but the delivery service is not considered as a separate obligation as the shipping activities are performed before the consumers obtain control of the products. Therefore, shipping activities are not considered a separate promised service to the consumers but rather are activities to fulfill our promise to transfer the products and are recorded as fulfillment expenses.

Marketplace and other services

With respect to the marketplace service revenue, we do not consider we control the products before they are transferred to the customer or have the ability to direct the use of the goods and obtain substantially all of their benefits. We bear no physical and general inventory risk and have no discretion in establishing price, so we have determined that revenue from our sales of products under these arrangements are marketplace service fees in nature. Revenue is recognized when we have fulfilled our selling performance obligations on behalf of the principal in the transaction, which is when the products are accepted by the customer.

We recognize other service revenue when control of promised service is transferred to the customers in an amount of consideration to which we expect to be entitled to in exchange for those services.

Income taxes

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

In assessing the recoverability of its deferred tax assets, we consider whether some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. We consider the cumulative earnings and projected future taxable income in making this assessment. Recovery of substantially all of our deferred tax assets is dependent upon the generation of future income, exclusive of reversing taxable temporary differences.

As of December 31, 2020 and 2021, we made a valuation allowance of RMB9.6 million and RMB22.2 million (US\$3.5 million), which was primarily provided for the deferred income tax assets of a consolidated entity of us that was not estimated to generate enough future taxable income to utilize a portion or all of the benefits of the deferred tax assets.

As of December 31, 2021, we had net operating loss carry forwards of approximately RMB7.3 million attributable to the Hong Kong subsidiary, RMB521.5 million attributable to the PRC subsidiaries, VIEs and VIEs’ subsidiaries and RMB12.7 million attributable to other subsidiaries. The tax losses in the PRC can be carried forward for five years to offset future taxable income and the period was extended to ten years for entities qualified as HNTE in 2020 and thereafter. The tax losses in Hong Kong and Singapore can be carried forward without an expiration date.

Adoption of ASU 2016-13

In June 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2016-13, Measurement of Credit Losses on Financial Instruments, which replaces the incurred loss impairment guidance in legacy GAAP and establishes a single allowance framework for financial assets carried at amortized cost with a methodology that requires consideration of a broader range of information to estimate credit losses. We adopted ASU 2016-13 on January 1, 2020, using a modified retrospective transition method. Based on upon our assessment of various factors, including historical experience and the expectation of future economic conditions, upon adoption of the new standard on January 1, 2020, we recorded an increase in the opening balance of accumulated losses of RMB7.7 million (US\$1.2 million).

We maintain an allowance for credit losses for accounts receivable and prepayments and other current assets, which is recorded as an offset to accounts receivable and prepayments and other current assets, and the estimated credit losses charged to the allowance is classified as “General and administrative” in the consolidated statements of comprehensive income. When similar risk characteristics

exist, we assess collectability and measure expected credit losses on a collective basis for a pool of assets, whereas if similar risk characteristics do not exist, we assess collectability and measure expected credit losses on an individual asset basis. In determining the amount of the allowance for credit losses, we consider historic collection experience, the age of the accounts receivable and contract assets balances, credit quality of our customers, current economic conditions, reasonable and supportable forecasts of future economic conditions, and other factors that may affect the customer's ability to pay.

Recent Accounting Pronouncements

In May 2021, the FASB issued ASU No. 2021-04, Earnings Per Share (Topic 260), Debt – Modifications and Extinguishments (Subtopic 470-50), Compensation – Stock Compensation (Topic 718), and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40). The amendments in this update are effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. We are currently evaluating the impact of these accounting standard updates on its consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which clarifies that an acquirer of a business should recognize and measure contract assets and contract liabilities in a business combination in accordance with Topic 606, Revenue from Contracts with Customers. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The amendments should be applied prospectively to business combinations occurring on or after the effective date of the amendments, with early adoption permitted. We are currently evaluating the impact of these accounting standard updates on its consolidated financial statements.

Results of Operations

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

	For the Year Ended December 31,					
	2019		2020		2021	
	RMB	%	RMB	%	RMB	US\$
	(in thousands, except percentages)					
Revenues						
Merchandise sales	6,609,874	96.6	5,790,248	96.2	2,986,044	468,575
Marketplace and other services	235,706	3.4	229,433	3.8	145,580	22,845
Total revenues	6,845,580	100.0	6,019,681	100.0	3,131,624	491,420
Cost of revenues	(5,648,633)	(82.5)	(5,138,285)	(85.4)	(3,013,467)	(472,878)
Gross profit	1,196,947	17.5	881,396	14.6	118,157	18,542
Operating expenses						
Fulfillment expenses	(190,503)	(2.8)	(185,473)	(3.1)	(125,170)	(19,642)
Marketing expenses	(480,442)	(7.0)	(279,207)	(4.6)	(214,299)	(33,628)
Technology and content development expenses	(101,477)	(1.5)	(113,542)	(1.9)	(100,136)	(15,714)
General and administrative expenses	(208,052)	(3.0)	(267,841)	(4.4)	(299,101)	(46,935)
Total operating expenses	(980,474)	(14.3)	(846,063)	(14.0)	(738,706)	(115,919)
Income (loss) from operations	216,473	3.2	35,333	0.6	(620,549)	(97,377)
Other income (expenses)						
Interest income	9,420	0.1	4,851	0.1	843	132
Interest expense	(118,867)	(1.7)	(129,276)	(2.1)	(138,927)	(21,801)
Foreign currency exchange (losses) gain	(3,426)	(0.1)	(5,446)	(0.1)	128	20
Change in fair value of financial instruments	20,660	0.3	938	*	—	—
Others	68,837	1.0	12,786	0.2	23,690	3,717
Income (loss) before income tax	193,097	2.8	(80,814)	(1.3)	(734,815)	(115,309)
Income tax (expenses) benefit	(31,426)	(0.4)	(6,603)	(0.1)	169,083	26,533
Net income (loss)	161,671	2.4	(87,417)	(1.4)	(565,732)	(88,776)

* Less than 0.1%

Year Ended December 31, 2021 Compared to Year Ended December 31, 2020

Revenues

Our total revenues decreased by 48.0% from RMB6,019.7 million in 2020 to RMB3,131.6 million (US\$491.4 million) in 2021. The decrease in revenues was primarily attributable to a slowdown in demand of discretionary spending and delayed logistics services worldwide due to the lingering impact of global COVID-19 pandemic. The total number of orders decreased by approximately 33.5% from approximately 4,380.0 thousand in 2020 to approximately 2,910.7 thousand in 2021. Our GMV decreased from RMB15,768.5 million in 2020 to RMB10,162.5 million (US\$1,594.7 million) in 2021.

Cost of revenues

Our cost of revenues decreased by 41.4% from RMB5,138.3 million in 2020 to RMB3,013.5 million (US\$472.9 million) in 2021, which was in line with the decrease of total revenues, and partly offset by the increase of inventory write-downs. Our inventory write-downs increased from RMB64.2 million in 2020 to RMB469.6 million (US\$73.7 million) in 2021, which was primarily attributable to write downs for slow-moving merchandise due to the impact of global COVID-19 pandemic.

Gross profit

As a result of the foregoing, our gross profit decreased by 86.6% from RMB881.4 million in 2020 to RMB118.2 million (US\$18.5 million) in 2021. Our gross margin decreased from 14.6% in 2020 to 3.8% in 2021, which was mainly due to the increase of inventory write-downs. Excluding the impact of inventory write-downs, our gross margin increased from 15.7% in 2020 to 18.8% in 2021.

Operating expenses

Our operating expenses decreased by 12.7% from RMB846.1 million in 2020 to RMB738.7 million (US\$115.8 million) in 2021.

Fulfillment expenses. Our fulfillment expenses decreased by 32.5% from RMB185.5 million in 2020 to RMB125.2 million (US\$19.6 million) in 2021. The decrease was primarily attributable to (i) the decrease of delivery expenses and (ii) the decrease in third-party payment platform charges. Delivery expenses paid to third-party delivery companies decreased from RMB51.7 million in 2020 to RMB29.1 million (US\$4.6 million) in 2021. Third-party payment platform charges decreased from RMB73.9 million in 2020 to RMB38.9 million (US\$6.1 million) in 2021.

Marketing expenses. Our marketing expenses decreased by 23.2% from RMB279.2 million in 2020 to RMB214.3 million (US\$33.6 million) in 2021. The decrease was primarily due to (i) the decrease in online and offline advertising expenses of RMB33.2 million (US\$5.2 million), (ii) the decrease in staff compensation and benefits expenses and sales commission of RMB19.7 million (US\$3.1 million), as well as (iii) the decrease in office rental and maintenance of RMB5.1 million (US\$0.8 million).

Technology and content development expenses. Our technology and content development expenses decreased by 11.9% from RMB113.5 million in 2020 to RMB100.1 million (US\$15.7 million) in 2021. The decrease was primarily due to decrease in staff compensation and benefits expenses for our technology and content development personnel and outsourced staff from RMB80.8 million in 2020 to RMB71.1 million (US\$11.2 million) in 2021.

General and administrative expenses. Our general and administrative expenses increased by 11.7% from RMB267.8 million in 2020 to RMB299.1 million (US\$46.9 million) in 2021. The increase was primarily attributable to the impairment on investment of Trytry Global Inc., an entity engaged in medical aesthetics industry, of RMB26.3 million (US\$4.1 million) and an increase of loss on disposal of property and equipment of RMB14.8 million (US\$2.3 million), and partially offset by the decrease in provision of credit loss of RMB12.6 million (US\$2.0 million).

Other income (expenses)

We had other expenses of RMB116.1 million in 2020, compared to our other expenses of RMB114.3 million (US\$17.9 million) in 2021.

Interest expenses, net. Our interest expenses increased from RMB129.3 million in 2020 to RMB138.9 million (US\$21.8 million) in 2021. The increase in interest expenses was mainly due to increasing interest expenses related to the convertible note issued in August 2018 and related other long-term borrowing after the convertible note matured, which combinedly increased from RMB117.1 million in 2020 to RMB131.7 million in 2021.

Foreign currency exchange (losses) gain. We recorded a gain in foreign currency exchange of RMB0.1 million (US\$0.02 million) in 2021, as compared to a loss of RMB5.4 million in 2020. The change in foreign currency exchange (losses) gain was mainly due to fluctuation of HKD against RMB in 2021.

Change in fair value of financial instruments. Our change in fair value of financial instruments decreased from RMB0.9 million gain in 2020 to nil in 2021.

Others. Others increased from RMB12.8 million in 2020 to RMB23.7 million (US\$3.7 million) in 2021. The increase was mainly due to the RMB12.9 million losses on disposal of equity interests in Wang Pok Timepieces Limited (“Wang Pok”), an entity engaged in the watches and accessories trading business, and E-GO FASHION (HONG KONG) (“E-GO”), an entity engaged in the luxury wholesales and supply chain business, in 2020, which was nil in 2021, and partially offset by the decrease in subsidy income granted by local authorities from RMB24.3 million in 2020 to RMB20.3 million (US\$3.2 million) in 2021.

Net income (loss)

Our net loss increased from RMB87.4 million in 2020 to RMB565.7 million (US\$88.8 million) in 2021.

Year Ended December 31, 2020 Compared to Year Ended December 31, 2019

Revenues

Our total revenues decreased by 12.1% from RMB6,845.6 million in 2019 to RMB6,019.7 million in 2020. The decrease in revenues was primarily attributable to a slowdown in demand in discretionary spending and delayed logistics services due to the impact of the COVID-19 pandemic. The total number of orders increased by approximately 8.4% from approximately 4,040.7 thousand in 2019 to approximately 4,380.0 thousand in 2020. Our GMV grew from RMB13,785.3 million in 2019 to RMB15,768.5 million in 2020.

Cost of revenues

Our cost of revenues decreased by 9.0% from RMB5,648.6 million in 2019 to RMB5,138.3 million in 2020, which was in line with the decrease of total revenues.

Gross profit

As a result of the foregoing, our gross profit decreased by 26.4% from RMB1,196.9 million in 2019 to RMB881.4 million in 2020. Our gross margin decreased from 17.5% in 2019 to 14.6% in 2020.

Operating expenses

Our operating expenses decreased by 18.4% from RMB980.5 million in 2019 to RMB846.1 million in 2020.

Fulfillment expenses. Our fulfillment expenses decreased by 2.6% from RMB190.5 million in 2019 to RMB185.5 million in 2020. The decrease was primarily attributable to (i) the decrease of delivery expenses and (ii) the decrease in staff compensation and benefits expenses, offset by (iii) the rising third-party payment platform charges. Delivery expenses paid to third-party delivery companies decreased from RMB63.2 million in 2019 to RMB51.7 million in 2020. Staff compensation and benefits expenses for our fulfillment personnel decreased from RMB43.7 million in 2019 to RMB39.8 million in 2020. Third-party payment platform charges increased from RMB61.1 million in 2019 to RMB73.9 million in 2020.

Marketing expenses. Our marketing expenses decreased by 41.9% from RMB480.4 million in 2019 to RMB279.2 million in 2020. The decrease was primarily due to (i) the decrease in online and offline advertising expenses for RMB58.1 million, (ii) the decrease in staff compensation and benefits expenses and sales commission of RMB93.3 million, (iii) the decrease in sales commission of RMB31.5 million, as well as (iv) the decrease in office expense of RMB13.3 million.

Technology and content development expenses. Our technology and content development expenses increased by 11.9% from RMB101.5 million in 2019 to RMB113.5 million in 2020. The increase was primarily due to the increase in staff compensation and benefits expenses for our technology and content development personnel from RMB63.7 million in 2019 to RMB75.8 million in 2020.

General and administrative expenses. Our general and administrative expenses increased by 28.7% from RMB208.1 million in 2019 to RMB267.8 million in 2020. The increase was primarily attributable to the increase of provision for credit losses of RMB74.9 million, offset by the decrease in staff compensation and benefits of RMB14.2 million, and the reduced office expenses of RMB8.8 million.

Other income (expenses)

We had other expenses of RMB23.4 million in 2019, compared to our other expenses of RMB116.1 million in 2020.

Interest expenses, net. Our interest expenses increased from RMB109.4 million in 2019 to RMB124.4 million in 2020. The increase in interest expenses was mainly due to the increasing interest expenses related to the convertible note issued in August 2018, which increased from RMB111.0 million in 2019 to RMB117.1 million in 2020.

Foreign currency exchange losses. We recorded a loss in foreign currency exchange of RMB5.4 million in 2020, as compared to a loss of RMB3.4 million in 2019. The change in foreign currency exchange losses was mainly due to fluctuation of HKD against RMB in 2020.

Change in fair value of financial instruments. Our change in fair value of financial instruments decreased significantly from RMB20.7 million gain in 2019 to RMB0.9 million loss in 2020 which was mainly due to the gains from upward adjustment from the equity investment in Trytry Global Inc. of RMB22.4 million in 2019, which was nil in 2020.

Others. Others decreased significantly from RMB68.8 million in 2019 to RMB12.8 million in 2020. The decrease was mainly due to the decrease in subsidy income granted by local authorities from RMB54.8 million in 2019 to RMB24.3 million in 2020, as well as the RMB12.9 million losses on disposal of equity interests in Wang Pok and E-GO in 2020.

Net income (loss)

Our net income decreased from RMB161.7 million in 2019 to net loss of RMB87.4 million in 2020.

Cash Flows through Our Organization

Secoo Holding Limited is a holding company with no material operations of its own. We conduct our operations in China primarily through our PRC subsidiaries, our VIEs and their subsidiaries. As a result, Secoo Holding Limited's ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our existing PRC subsidiaries or any newly formed ones incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our wholly foreign-owned subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Further, our PRC subsidiaries and VIE are required to make appropriations to certain statutory reserve funds or may make appropriations to certain discretionary funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies. For more details, see "Item 3. Key Information—Risk Factors—Risks Related to Our Corporate Structure—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business."

Under PRC laws and regulations, our PRC subsidiaries and VIEs are subject to certain restrictions with respect to paying dividends or otherwise transferring any of their net assets to us. Remittance of dividends by a wholly foreign-owned enterprise out of China is also subject to examination by the banks designated by SAFE. The amounts restricted include the paid-up capital and the statutory reserve funds of our PRC subsidiaries and the net assets of our consolidated variable interest entities in which we have no legal ownership, totaling RMB355.5 million, RMB284.1 million and RMB103.8 million (US\$16.3 million) as of December 31, 2019, 2020 and 2021, respectively. For details, see "Item 3. Key Information—Risk Factors—Risks Related to Our Corporate Structure—PRC regulation on loans to and direct investment in PRC entities by offshore holding companies and governmental control in currency conversion may delay or prevent us from making loans to our PRC subsidiaries and consolidated VIEs or making additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business."

Under PRC laws, Secoo Holding Limited may provide funding to our PRC subsidiaries only through capital contributions or loans, and to our PRC consolidated variable interest entities only through loans, subject to satisfaction of applicable government registration and approval requirements. In the years ended December 31, 2019, 2020 and 2021, Secoo Holding Limited extended loans with outstanding principal amount of RMB135.5 million, RMB625.7 million and nil, respectively, to our intermediate holding companies and subsidiaries, and our consolidated variable interest entities received nil, RMB668.9 million and RMB248.1 million (US\$38.9 million) as extended loans, respectively.

Secoo Holding Limited has not declared or paid any cash dividends, nor does it have any present plan to pay any cash dividends on its ordinary shares in the foreseeable future. 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. See "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Dividend Policy." For the material Cayman Islands, PRC and United States federal income tax considerations of an investment in our ADSs, see "Item 10. Additional Information—E. Taxation."

Financial Information Related to Our VIEs

The following table presents the consolidating schedule of operations and the financial position for our VIEs and other entities for the periods or as of the dates presented.

Selected Consolidated Statements of Comprehensive (loss) Income Information

	For the Year Ended December 31, 2021									
	Parent		Subsidiaries		VIEs		Eliminations		Consolidated	
	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$	RMB	US\$
	(in thousands)									
Revenue	—	—	638,397	100,179	2,662,614	417,822	(169,387)	(26,581)	3,131,624	491,420
Cost of revenue	—	—	(412,592)	(64,745)	(2,637,898)	(413,943)	37,023	5,810	(3,013,467)	(472,878)
Gross profit	—	—	225,805	35,434	24,716	3,879	(132,364)	(20,771)	118,157	18,542
Operating Expenses	(35,522)	(5,574)	(103,957)	(16,313)	(731,423)	(114,776)	132,196	20,744	(738,706)	(115,919)
Income (loss) from operations	(35,522)	(5,574)	121,848	19,121	(706,707)	(110,897)	(168)	(27)	(620,549)	(97,377)
Income (loss) before income tax expenses	(565,009)	(88,662)	84,307	13,230	(699,985)	(109,844)	445,872	69,967	(734,815)	(115,309)
Net income (loss)	(565,753)	(88,780)	79,323	12,448	(525,174)	(82,411)	445,872	69,967	(565,732)	(88,776)

	For the Year Ended December 31, 2020				
	Parent	Subsidiaries	VIEs	Eliminations	Consolidated
	(RMB in thousands)				
Revenue	—	999,539	5,195,430	(175,288)	6,019,681
Cost of revenue	—	(718,584)	(4,486,627)	66,926	(5,138,285)
Gross profit	—	280,955	708,803	(108,362)	881,396
Operating Expenses	(10,140)	(184,897)	(758,916)	107,890	(846,063)
Income (loss) from operations	(10,140)	96,058	(50,113)	(472)	35,333
Income (loss) before income tax expenses	(69,842)	2,667	(53,645)	40,006	(80,814)
Net income (loss)	(72,364)	(4,732)	(50,327)	40,006	(87,417)

	For the Year Ended December 31, 2019				
	Parent	Subsidiaries	VIEs	Eliminations	Consolidated
	(RMB in thousands)				
Revenue	—	1,150,910	6,277,535	(582,865)	6,845,580
Cost of revenue	—	(898,980)	(5,169,213)	419,560	(5,648,633)
Gross profit	—	251,930	1,108,322	(163,305)	1,196,947
Operating Expenses	(8,010)	(219,389)	(916,021)	162,946	(980,474)
Income (loss) from operations	(8,010)	32,541	192,301	(359)	216,473
Income (loss) before income tax expenses	154,423	45,337	224,045	(230,708)	193,097
Net income (loss)	154,423	55,513	182,443	(230,708)	161,671

Inflation

Since we commenced our current business operations, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2019, 2020 and 2021 were increases of 4.5%, 0.2% and 1.5%, respectively. Although we have not in the past been materially affected by inflation since we commenced our current business operations, we can provide no assurance that we will not be affected in the future by higher rates of inflation in China.

B. Liquidity and Capital Resources

Liquidity and Capital Resources

Our principal source of liquidity has been cash generated from our financing activities primarily through the issuance of preferred shares through private placements, convertible note and warrants, as well as from proceeds of our initial public offering and borrowings. As of December 31, 2020 and 2021, we had RMB640.0 million and RMB156.1 million (US\$24.5 million) in cash and cash equivalents, respectively. Our cash and cash equivalents consist of cash on hand, cash at bank and time deposits, which have original maturities of three months or less and are readily convertible to decidable amounts of cash. As of December 31, 2021, we had RMB14.2 million (US\$2.2 million) in the current portion of restricted cash. The use of cash deposit and its interest is restricted by the bank.

In August 2018, we entered into an amendment to the facility agreement with SPD Silicon Valley Bank Co., Ltd., or SPD. Pursuant to the amendment, the facility in the amount of RMB50.0 million with an interest rate of 7.35% per annum and matured in May 2019. In May 2019, we repaid RMB50.0 million under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in August 2019. In August 2019, we repaid RMB50.0 million under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in August 2020. In August 2020, we repaid RMB50.0 million under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in May 2021 with an interest rate of 7.20%. In May 2021, we repaid RMB50.0 million under this facility. In addition, RMB260.7 million of inventories and RMB 11.4 million of equipment were pledged to SPD as collaterals as of December 31, 2019; RMB260.7 million of inventories and RMB8.1 million of equipment were pledged to SPD as collaterals as of December 31, 2020. No collaterals were pledged to SPD as of December 31, 2021. A guarantee was provided by our wholly-owned subsidiary in Hong Kong S.A.R. and us. Both of the original facility and amended facility agreements contain certain financial covenants. As of December 31, 2020, we met the financial covenants. As of December 31, 2020 and 2021, the outstanding balances of the short-term portion of the facilities were RMB50.0 million and nil, respectively.

During 2019, we entered into four more agreements with the third-party non-financial institution that permits us to borrow short-term borrowings at the interest rate of 10%. We received RMB100.0 million and RMB118.0 million in June 2019 and September 2019, respectively, with accounts receivable of RMB84.6 million and RMB85.6 million pledged to the third party as collaterals, respectively. We repaid these borrowings in July 2019 and October 2019, respectively. No balance was outstanding as of December 31, 2019.

In December 2019, we renewed a loan agreement with Shanghai Pudong Development Bank Co., Ltd. for an amount of RMB80.0 million with an interest rate of 3.92% per annum, a maturing term of one year. In December 2020, we repaid RMB80.0 million under this loan agreement, and concurrently renewed the loan agreement and borrowed RMB76.0 million. The loan had a maturity term of one year with interest rate of 3.8% per annum. In November 2021, we repaid RMB76.0 million under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB76.0 million and nil, respectively. Restricted cash deposits of RMB84.8 million and nil were deposited to the bank for this borrowing as of December 31, 2020 and 2021, respectively.

In December 2019, we entered into a short-term borrowing agreement with a third-party non-financial institution and borrowed RMB29.5 million with an interest rate of 9.5% per annum and a maturing term of six months. During 2020, we repaid RMB15.0 million under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB29.5 million and RMB14.5 million, respectively.

During 2020, we entered two one-year borrowing agreements with Shanghai Pudong Development Bank Co., Ltd at the interest rates from 3.92% to 4.35%. We received RMB10.0 million in October 2020 and RMB10.0 million in December 2020. A guarantee was provided by Beijing Secoo, our variable interest entity. In October 2021 and December 2021, we repaid RMB10.0 million and RMB 1.6 million under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB20.0 million and RMB8.4 million, respectively.

In September 2021, we entered into a short-term borrowing agreement with a third-party non-financial institution and borrowed RMB10.0 million with an interest rate of zero, a maturing term of one month. As of December 31, 2021, the outstanding balance of the short-term borrowing was RMB10.0 million.

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In August 2018, we issued convertible notes and warrants to Great World Lux Pte. Ltd and its affiliates, or Great World, in an aggregate principal amount of up to US\$175.0 million. The principal amount outstanding under the Original Note bears interest at an aggregate compounded rate of 8% per annum until August 8, 2021, or such earlier time as the notes are repurchased or converted subject to the terms specified therein. The initial conversion price is US\$13.00 per ADS. The holders of the warrants are entitled to purchase 500,000 ADSs from us at an exercise price of US\$18.00 per ADS.

On June 4, 2020, we issued, sold and delivered to Qudian 5,102,041 Class A ordinary shares for which we have received US\$50.0 million.

On June 17, 2020, we issued, sold and delivered to Qudian 5,102,041 Class A ordinary shares for which we have received US\$50.0 million.

On August 8, 2021, the Original Note matured without any redemption, repurchase or conversion.

On March 4, 2022, we and Great World entered into a refinancing agreement. Pursuant to the refinancing agreement, we and Great World have agreed to refinance the Original Note. On April 19, 2022, we issued the New Note to Great World to replace the Original Note. Also on April 19, 2022, each of our subsidiaries signed a guarantee agreement and a subordination agreement to secure our obligations under the New Note.

Based on cash flows projection from operating and financing activities and existing balance of cash and cash equivalents, and the potential refinancing arrangement for the Original Note, we believe that our current cash will be sufficient to meet our anticipated working capital requirements and capital expenditures for next 12 months. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments. We may also need additional cash resources in the future if we wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. If we determine that our cash requirements exceed the amount of cash we have on hand, we may seek to obtain additional credit facilities or issue debt or equity securities. See “Item 3.D. Risk Factors — Risks Related to Our Business — Inability to obtain additional financing on commercially reasonable terms in the future may materially and adversely affect our business, results of operations and financial condition.”

In the future, we may rely significantly on dividends and other distributions paid by our PRC subsidiaries for our cash and financing requirements. There may be restrictions on the dividends and other distributions by our PRC subsidiaries. The PRC tax authorities may require us to adjust our taxable income under the contractual arrangements that our PRC subsidiary currently has in place with our VIEs in a way that could materially and adversely affect the ability of our PRC subsidiary to pay dividends and make other distributions to us. In addition, under PRC laws and regulations, our PRC subsidiaries may pay dividends only out of their accumulated profits as determined in accordance with PRC accounting standards and regulations. Our PRC subsidiaries are required to set aside at least 10% of their after-tax profits each year, if any, to fund a statutory reserve fund, until the aggregate amount of such fund reaches 50% of their respective registered capital. At their discretion, our PRC subsidiaries may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. The reserve fund and the staff welfare and bonus funds cannot be distributed as cash dividends. See “Item 3.D. Risk Factors — Risks Related to Our Corporate Structure — We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.” Furthermore, our investments made as registered capital and additional paid-in capital in our PRC subsidiaries, VIEs and their subsidiaries are also subject to restrictions on their distribution and transfer according to PRC laws and regulations.

As an offshore holding company, we are permitted under PRC laws and regulations to provide funding from the proceeds of our offshore fund raising activities to our PRC subsidiaries only through loans or capital contributions, and to our VIEs and their subsidiaries only through loans, in each case subject to the satisfaction of the applicable government registration and filing requirements. See “Item 3.D. Risk Factors—Risks Related to Doing Business in China—PRC regulation on loans to and direct investment in PRC entities by offshore holding companies and government control in currency conversion may delay or prevent us from making loans to our PRC subsidiaries and consolidated VIEs or making additional capital contributions to our wholly foreign-owned subsidiaries in China, which could materially and adversely affect our liquidity and our ability to fund and expand our business.” As a result, there is uncertainty with respect to our ability to provide prompt financial support to our PRC subsidiaries and VIEs when needed. Notwithstanding the forgoing, our PRC subsidiaries may use their own retained earnings (rather than RMB converted from foreign currency denominated capital) to provide financial support to our VIEs either through entrusted loans from our PRC subsidiaries to our VIEs or direct loans to such VIEs’ nominee shareholders, which would be contributed to the consolidated variable entities as capital injections. Such direct loans to the nominee shareholders would be eliminated in our consolidated financial statements against the VIEs’ share capital.

As of December 31, 2021, cash and cash equivalents, time deposits, and restricted cash in an aggregate amount of US\$0.26 million, RMB0.03 million, HK\$0.43 million, MYR0.06 million and JPY2.3 million were held by Secoo Holding Limited and its non-PRC subsidiaries in Hong Kong and overseas. As of December 31, 2021, our subsidiaries in China held cash in the amount of RMB0.6 million (US\$0.1 million) and US\$0.05 million, and our VIEs and their subsidiaries held cash in the amount of RMB167.7 million (US\$26.3 million). We would need to accrue and pay withholding taxes if we were to distribute funds from our subsidiaries in China to our offshore subsidiaries. We do not intend to repatriate such funds in the foreseeable future, as we plan to use existing cash balance in China for general corporate purposes.

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

	For the Year Ended December 31,			
	2019	2020	2021	
	RMB	RMB	RMB	US\$
	(in thousands)			
Net cash used in operating activities	(244,322)	(901,888)	(381,461)	(59,860)
Net cash (used in)/provided by investing activities	16,565	(337)	(14,156)	(2,221)
Net cash provided by/(used in) financing activities	54,354	705,483	(158,410)	(24,858)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,132	(27,790)	(4,661)	(731)
Cash, cash equivalents and restricted cash at the beginning of the year	1,126,407	954,136	729,604	114,491
Cash, cash equivalents and restricted cash at the end of the year	954,136	729,604	170,916	26,821

Operating activities

Net cash used in operating activities for the year ended December 31, 2021 was RMB381.5 million (US\$59.9 million). This amount was primarily attributable to net loss of RMB565.7 million (US\$88.8 million), (i) changes in operating assets and liabilities that negatively affected operating cash flow, primarily due to an increase in inventory of RMB178.8 million (US\$28.1 million), an increase in prepayments and other assets, net of RMB174.3 million (US\$27.4 million), a decrease in deferred revenue of RMB201.5 million (US\$31.6 million), and a decrease in accrued expenses and other liabilities of RMB95.4 million (US\$15.0 million); partly offset by (ii) changes in operating assets and liabilities that positively affected operating cash flow, primarily due to a decrease in account receivables of RMB81.0 million (US\$12.7 million), an increase in advance from customers of RMB100.9 million (US\$15.8 million), and an increase in account payable RMB70.8 million (US\$11.1 million); (iii) the increase of provision for credit loss, impairment for equity investees, and inventory write-down, which positively affected of RMB70.1 million (US\$11.1 million), RMB26.3 million (US\$4.1 million), and RMB469.6 million (US\$73.7 million), respectively.

Net cash used in operating activities for the year ended December 31, 2020 was RMB901.9 million. This amount was primarily attributable to net loss of RMB87.4 million, (i) changes in operating assets and liabilities that negatively affected operating cash flow, primarily due to an increase in inventory of RMB699.2 million, a decrease in accounts payable of RMB209.1 million, an increase in prepayments and other assets of RMB160.9 million, and an decrease in accrued expenses and other liabilities of RMB136.4 million; partly offset by (ii) changes in operating assets and liabilities that positively affected operating cash flow, primarily due to an increase in deferred revenue of RMB123.7 million, an increase in advances from customers of RMB42.5 million; (iii) the increase of provision for credit loss and inventory write-down, which positively affected of RMB83.6 million and 64.2 million.

Net cash used in operating activities for the year ended December 31, 2019 was RMB244.3 million. This amount was primarily attributable to net income of RMB161.7 million, (i) changes in operating assets and liabilities that negatively affected operating cash flow, primarily due to an increase in inventories of RMB969.5 million, and an increase in prepayments and other current assets of RMB283.2 million; (ii) change in fair value of financial instruments which negatively affected of RMB20.7 million, and gain from disposal of a subsidiary which negatively affected of RMB13.5 million; partly offset by (iii) changes in operating assets and liabilities that positively affected operating cash flow, primarily due to an increase in accrued expenses and other liabilities of RMB594.4 million, an increase in accounts payable of RMB58.0 million, an increase in deferred revenue of RMB35.5, an increase in income tax payable of RMB63.4 million, an increase in long-term liabilities of RMB48.2 million and a decrease in advance to suppliers of RMB97.4 million.

Investing activities

Net cash used in investing activities amounted to RMB14.2 million (US\$2.2 million) in 2021, primarily attributable to purchase of property and equipment of RMB7.6 million (US\$1.2 million) and purchase of land use right of RMB6.3 million (US\$1.0 million).

Net cash used in investing activities amounted to RMB0.3 million in 2020, primarily attributable to purchase of property and equipment of RMB17.2 million, cash paid for business combination, net of cash acquired of RMB4.0 million and cash decreased due to disposal of subsidiaries of RMB3.1 million, offset by proceeds from disposal of investment in equity investee of RMB12.0 million, proceeds from disposal of a subsidiary of 10.0 million and proceeds from disposal of investment securities of RMB2.0 million.

Net cash provided by investing activities amounted to RMB16.6 million in 2019, primarily attributable to the proceeds from maturity of time deposits of RMB67.3 million and proceeds from disposal of investment securities of RMB35.9 million, offset purchase of property and equipment of RMB35.4 million and acquisition of investment in equity investees of RMB43.8 million.

Financing activities

Net cash used in financing activities amounted to RMB158.4 million (US\$24.9 million) in 2021, primarily attributable to the repayment of short-term borrowings, long-term borrowings and other borrowings of RMB177.6 million (US\$27.9 million), RMB15.8 million (US\$2.5 million) and RMB15.0 million (US\$2.4 million), respectively, offset by proceeds from short-term borrowings and other borrowings of RMB40.0 million (US\$6.3 million) and RMB10.0 million (US\$1.6 million), respectively.

Net cash provided by financing activities amounted to RMB705.5 million in 2020, primarily attributable to the proceeds from short-term borrowings of RMB146.0 million and the proceeds from issuance of Class A ordinary shares to Qudian Inc., net of issuance cost of RMB703.8 million, offset by repayment of short-term borrowings and long-term borrowings of RMB130.0 million and RMB14.2 million, respectively.

Net cash provided by financing activities amounted to RMB54.4 million in 2019, primarily attributable to the proceeds from short-term borrowings, long-term borrowings, and other borrowings of RMB183.6 million, RMB30.0 million and RMB247.5 million, respectively, offset by repayment of short-term borrowings and other borrowings of RMB183.7 million and RMB218.0 million, respectively.

Material cash requirements

Our material cash requirements as of December 31, 2021 and primarily include our capital expenditures, operating lease commitments, other long-term debt obligations, short-term debt obligations, and purchase obligations.

Our capital expenditures amounted to RMB35.4 million in 2019, RMB17.2 million in 2020, and RMB13.9 million (US\$2.2 million) in 2021. Between January 1, 2019 and December 31, 2021, our capital expenditures were principally used for our land use right and leasehold improvements, as well as purchases of office and other operating equipment and motor vehicles.

Our operating lease commitments consist of the commitments under the lease agreements for our office premises. Non-cancellable operating leases commitment as of December 31, 2021 amounted to RMB24.0 million (US\$3.8 million).

Our other long term debt obligations represent our principal payments and cash interest. Please see “Long-term Borrowings, Excluding Current Portion” under Note 13 to our audited consolidated financial statements. Payment due by December 31, 2021 for our other long-term borrowing obligations amounted to RMB1,348.0 million (US\$211.5 million).

Our short-term debt obligations consist of the principal amount and cash interests in connection with borrowing with various financial and non-financial institution. Please see “Short-term Borrowings and Current Portion of Long-term Borrowings” under Note 12 to our audited consolidated financial statements. Payment due by December 31, 2021 for our short-term debt obligations amounted to RMB32.9 million (US\$5.2 million).

We intend to fund our existing and future material cash requirements with our existing cash balance and other financing alternatives. We will continue to make cash commitments, including capital expenditures, to support the growth of our business.

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We do not have retained or contingent interests in assets transferred. We have not entered into contractual arrangements that support the credit, liquidity or market risk for transferred assets. We do not have obligations that arise or could arise from variable interests held in an unconsolidated entity, or obligations related to derivative instruments that are both indexed to and classified in our own equity, or not reflected in the statement of financial position.

Other than as discussed above, we did not have any significant capital and other commitments, long-term obligations or guarantees as of December 31, 2021.

Holding Company Structure

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

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

Research and Development

We have built our technology platform relying primarily on software and systems that we have developed in-house and to a lesser extent on third-party software that we have modified and incorporated. Our strong technology platform is vital in supporting our pursuit of a continually improving customer experience, including the customer experience of our mobile users. From our website, the primary customer interface, to the back end management systems, our technology platform supports smooth and accurate operational execution as well as seamless information flow, data consistency and analytics. We have adopted a service-oriented architecture supported by big data technology, which consist of front-end and back-end modules. Our network infrastructure is built on self-owned servers located in data centers operated by a major PRC internet data center provider. We are implementing enhanced cloud architecture and infrastructure for our core data processing system to augment our existing virtual private network as we continue to expand our operations, enabling us to achieve significant operational efficiency through a virtual and centralized network platform.

Intellectual Property

We consider our patents, trademarks, software copyrights, service marks, domain names, trade secrets, proprietary technologies and similar intellectual property rights as critical to our success, and we rely on patents, trademark, copyright and trade secret protection laws in the PRC and overseas, as well as confidentiality procedures and contractual provisions with our employees, service providers, suppliers and others to protect our intellectual proprietary rights. As of December 31, 2021, we owned 31 patents, 622 registered trademarks, copyrights to 38 software programs developed by us relating to various aspects of our operations and 68 registered domain names, including secoo.com. Of the 622 registered trademarks, 595 are registered in the PRC, 17 are registered in Hong Kong, 4 are registered in the US, and 6 are registered in Europe.

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 2021 that are reasonably likely to have a material adverse effect on our total net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Critical Accounting Estimates

For our critical accounting estimates, see “Item 5. Operating And Financial Review and Prospects—A. Operating Results—Critical Accounting Policies and Estimates.”

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
Richard Rixue Li	47	Chairman of the Board and Chief Executive Officer
Shun Lam Tang	66	Director
Jun Wang	51	Independent Director
Xiaoquan Zhang	48	Independent Director
Wenning Xing	47	Independent Director
Jianji Liu	60	Independent Director
Shaojun Chen	48	Chief Financial Officer

Mr. Richard Rixue Li is our founder and has served as our Chairman of the Board and chief executive officer since our inception. Prior to founding our company, Mr. Li had been engaged in the retail and recycling business of home appliances in China since 1997. Mr. Li is currently attending the EMBA program at Tsinghua University in Beijing, China. Mr. Li graduated from Nanchang University in Nanchang, China in 1996.

Mr. Shun Lam Tang has served as our director since April 2021. Mr. Tang has served as an independent director of Missfresh Limited since August 2021, as well as an independent director of 58 Freight since October 2021. Mr. Tang has served as a consultant to Warburg Pincus China since January 2007 and the Chairman of CAGR Gas Holdings Limited. He served as an independent director and the chairman of audit committee at Uxin Limited from June 2019 to July 2021. Prior to that, he served as a member of the board of directors of Vital Mobile Holdings Limited from 2015 to 2019. From 2010 to 2015, Mr. Tang served at RDA Microelectronics Limited first as a senior vice president of operations and subsequently as a director and executive chairman. Mr. Tang has been appointed as an independent nonexecutive director of Greenheart Group Limited since July 2015. From 2008 to 2010, Mr. Tang served as the chief executive officer of Coolsand Technology. He also served as the non-executive chairman of China Eco-Farming Limited from 2008 to 2009, and an independent non-executive director of Asia Coal Limited from 2003 to 2005. Mr. Tang was the President, Asia Pacific of Viasystems Group, Inc. from 1999 to 2007. Previously, Mr. Tang also worked for Honeywell, National Semiconductors and Amphenol. Mr. Tang received his bachelor’s degree in electrical and electronic engineering from Nottingham University and an MBA degree from Bradford University in UK. He is a Fellow of Hong Kong Institute of Directors from 2013.

Mr. Jun Wang has served as our independent director since September 2017. Mr. Wang is a partner at Z-Park Fund, a private equity fund focusing on investing in leading Chinese technology, healthcare and consumer companies. Mr. Wang served as Chief Financial Officer from August 2006 till May 2017, at China Finance Online Company Limited, which is listed on NASDAQ Global Select Market. Prior to that, Mr. Wang was Senior Manager at Deloitte Beijing Office from May 2015 to May 2016. Mr. Wang received a bachelor’s degree from Shandong University in 1992, a master’s degree in business administration from New York University’s Leonard N. Stem School of Business in 2002 and another master’s degree in economics and accounting from Beijing Technology and Business University in 1995.

Mr. Xiaoquan Zhang has served as our independent director since September 2017. Mr. Zhang is a tenured professor at the business school of Chinese University of Hong Kong. Mr. Zhang specializes in pricing of information goods, internet finance, online word-of-mouth, online advertising, incentives of creation in open source and open content projects, and use of information in financial markets. Before joining the academia, he worked as an analyst for an investment bank, and an international marketing manager for a high-tech company from September 1998 to July 2000. He also works as an advisor to Hong Kong Cyberport Entrepreneurship Center, JD Financial, China Mobile, Huawei, China Merchants Securities, and Radica Systems. He received a bachelor's degree in computer science and English and a master's degree in management from Tsinghua University in 1996 and 1999, respectively. He received a doctor's degree in management from MIT Sloan School of Management in 2006.

Mr. Wenning Xing has been serving as our independent director since September 20, 2018. Mr. Xing, currently serves as the chief executive officer of Trends. From 2011 to 2019, Mr. Xing served as the China Managing Director of Hearst, an operator of international media brands such as ELLE, Harper's Bazaar and Cosmopolitan, Fitch China, A&E Networks, ESPN, VICE and Hearst Ventures. Under his tenure, Hearst made investments such as Legendary Pictures, Impression Creative and Bilibili. Before joining Hearst, Mr. Xing held several senior executive positions, including Chief Strategy Officer at a subsidiary of People's Daily, founder and Chief Representative at Fremantle Media China and Executive Director at Bertelsmann China, and held key posts at Time Warner and China Central Television (CCTV). Mr. Xing is a member of the International Academy of Television Arts & Sciences, and currently serves as a juror for the International Emmy Awards. Mr. Xing is a graduate of Harvard University and Columbia University.

Mr. Jianji Liu has served as the general manager of Shenzhen Jinxin Guotou Fund Management Co., Ltd since January 2018. From January 2015 to January 2018, Mr. Liu served as the general manager of Wumart Commercial Finance Co., Ltd. Prior to that, he served as a deputy general manager of China State Construction Finance Co., Ltd. from December 2010 to January 2015. From April 2001 to December 2010, Mr. Jianji Liu worked at China Automotive Finance Co., Ltd. with his last position as a deputy general manager. Prior to that, he worked at COSCO Group Finance Co., Ltd. with his last position as the manager of the financial planning department. Mr. Liu received a bachelor's degree in finance from Zhengzhou University in June 1990 and a master's degree in finance and banking from Graduate School of Chinese Academy of Social Sciences in March 1998. Mr. Liu enrolled in Finance EMBA program at Tsinghua PBC School of Finance in September 2014.

Mr. Shaojun Chen has served as chief financial officer since 2015. Previously, Mr. Chen has also served as our vice president of finance from April 2012 to 2015. Prior to joining our Company, Mr. Chen worked as the financial controller at China Dongxiang Group, a company listed on the Stock Exchange of Hong Kong, from 2008 to 2011. He worked as finance manager at Li Ning Company Limited, a company listed on the Stock Exchange of Hong Kong, from 2005 to 2008 in charge of budget, financial control and financial disclosure. Mr. Chen was an accounting manager focusing on public offering projects at Grant Thornton International Ltd. (formerly known as Beijing JingDu Certified Public Accountants Co., Ltd.), where he worked from 1997 to 2004. Mr. Chen is a Chinese Certified Public Accountant. Mr. Chen received a master degree in accounting from Capital University of Economics and Business in Beijing, China in 2002, and a bachelor's degree in accounting from Beijing Technology and Business University in Beijing, China in 1997.

Employment Agreements and Indemnification Agreements

We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. We may also terminate an executive officer's employment without cause upon three-month advance written notice. In such case of termination by us, we will provide severance payments to the executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The executive officer may resign at any time with a three-month advance written notice.

Each executive officer has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment or pursuant to applicable law, any of our confidential information or trade secrets, any confidential information or trade secrets of our clients or prospective clients, or the confidential or proprietary information of any third party received by us and for which we have confidential obligations. The executive officers have also agreed to disclose in confidence to us all inventions, designs and trade secrets which they conceive, develop or reduce to practice during the executive officer's employment with us and to assign all right, title and interest in them to us, and assist us in obtaining and enforcing patents, copyrights and other legal rights for these inventions, designs and trade secrets.

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of employment. Specifically, each executive officer has agreed not to (i) approach our suppliers, clients, customers or contacts or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

We have also entered into indemnification agreements with each of our directors and executive officers. Under these agreements, we agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of our company.

B. Compensation

In 2021, we paid an aggregate of approximately RMB4.1 million (US\$0.6 million) in cash to our executive officers, and we paid approximately RMB1.1 million (US\$0.2 million) in cash to our non-executive director. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. Our PRC subsidiaries and VIEs are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

2017 Employee Stock Incentive Plan

On December 31, 2014, we adopted a 2014 Employee Stock Incentive Plan, or the 2014 Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants and promote the success of our business.

We have adopted a 2017 Employee Stock Incentive Plan, or the 2017 Plan, which has replaced all of the 2014 Plan in its entirety. The awards granted and outstanding under the 2014 Plan has survived the termination of the 2014 Plan and remains effective and binding under the 2014 Plan. The maximum aggregate number of our shares which may be issued pursuant to all awards under the 2017 Plan is 1,307,672 Class A ordinary shares as of December 31, 2021.

The following paragraphs describe the principal terms of the 2017 Plan.

Types of Awards. The 2017 Plan permits the awards of options, share appreciation rights and share purchase rights.

Plan Administration. Our board of directors or a committee designated by the Board will administer the 2017 Plan. The committee or the full board of directors, as applicable, will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award grant.

Award Agreement. Awards granted under the 2017 Plan are evidenced by an award agreement that sets forth terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event of the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Eligibility. We may grant awards to our employees and consultants. However, we may grant options that are intended to qualify as incentive share options only to our employees and employees of our subsidiaries.

Vesting Schedule. In general, the awards are subject to the vesting schedule of a minimum of four years, except for specified in the relevant award agreement.

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the award agreement. The vested portion of option will expire if not exercised prior to the time as the plan administrator determines at the time of its grant.

Transfer Restrictions. Awards are transferable (i) by will or the laws of descent and (ii) to the extent and manner authorized by the plan administrator.

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Termination and amendment. Our board of directors has the authority to amend or terminate the plan. However, no such action may adversely affect in any material way any awards previously granted unless agreed by the recipient.

The following table summarizes, as of December 31, 2021, the options granted under our 2017 Plan to our executive officer, excluding awards that were forfeited or cancelled after the relevant grant dates.

<u>Name</u>	<u>Class A Ordinary Shares Underlying Options Awarded</u>	<u>Exercise Price (US\$/Share)</u>	<u>Date of Grant</u>	<u>Date of Expiration</u>
Shaojun Chen	*	0.001	December 31, 2014	December 31, 2024
Total	*	—	—	—

* Less than 1% of our total outstanding share capital

As of December 31, 2021, other individuals as a group held options to purchase 1,062,307 Class A ordinary shares of our company with an exercise price of US\$0.001 per Class A ordinary share.

C. Board Practice

Board of Directors

Our board of directors must consist of not less than three directors, and at the date of this annual report consists of six directors. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with our company is required to declare the nature of his interest at a meeting of our directors. Subject to the rules of the NASDAQ Global Market 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 any meeting of our directors at which any such contract or transaction or proposed contract or transaction is considered. Our directors may exercise all the powers of our company to raise or borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, and to issue debentures, debenture stock, bonds or other securities, whether outright or as collateral for any debt, liability or obligation of the company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

We have established three committees: an audit committee, a compensation committee and a nominating and corporate governance committee. We have adopted a charter for each of the three committees. Each committee's members and functions are described below.

Audit Committee. Our audit committee consists of Jun Wang, Jianji Liu and Xiaoquan Zhang. Jun Wang is the chairman of our audit committee. We have determined that Jun Wang, Jianji Liu and Xiaoquan Zhang satisfy the "independence" requirements of NASDAQ and Rule 10A-3 under the Securities Exchange Act of 1934. The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be responsible for, among other things:

- (a) appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- (b) reviewing with the independent auditors any audit problems or difficulties and management's response;
- (c) discussing the annual audited financial statements with management and the independent auditors;
- (d) reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- (e) reviewing and approving all proposed related party transactions;

- (f) meeting separately and periodically with management and the independent auditors; and
- (g) monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Compensation Committee. Our compensation committee consists of Jun Wang and Jianji Liu. Jianji Liu is the chairman of our compensation committee. We have determined that Jun Wang and Jianji Liu satisfy the “independence” requirements of NASDAQ. The compensation committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee will be responsible for, among other things:

- (a) reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- (b) reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- (c) reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- (d) selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person’s independence from management.

Nominating and Corporate Governance Committee. Our nominating and corporate governance committee consists of Xiaoquan Zhang and Jianji Liu. Xiaoquan Zhang is the chairperson of our nominating and corporate governance committee. We have determined that Xiaoquan Zhang and Jianji Liu satisfy the “independence” requirements of NASDAQ. The nominating and corporate governance committee will assist the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

- (a) selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- (b) reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- (c) making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- (d) advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

Duties of Directors

Under Cayman Islands law, all of our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly and a duty to act in what they believe in good faith to be in our best interests. Our directors must also exercise their powers only for a proper purpose. Our directors also have a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to us, our directors must ensure compliance with our current memorandum and articles of association, and the class rights vested thereunder in the holders of the shares. Our company has the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached.

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Our board of directors has all the powers necessary for managing, and for directing and supervising, our business affairs. The functions and powers of our board of directors include, among others:

- (a) convening shareholders’ general meetings;
- (b) declaring dividends and distributions;
- (c) appointing officers and determining the term of office of the officers;
- (d) exercising the borrowing powers of our company and mortgaging the property of our company; and
- (e) approving the transfer of shares in our company, including the registration of such shares in our share register.

Terms of Directors and Officers

Our officers are elected by and serve at the discretion of the board of directors. Our directors are generally not subject to a term of office and hold office until such time as they resign or are removed from office by an ordinary resolution of our shareholders. A director’s office shall be vacated if the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns his office by notice in writing to our company; (iv) without special leave of absence from our board of directors, is absent from meetings of our board of directors for three consecutive meetings and our board of directors resolves that his office be vacated; or (v) is removed from office pursuant to any other provisions of our memorandum and articles of association.

Board Diversity

Board Diversity Matrix (As of March 31, 2022)				
Country of Principal Executive Offices:	People’s Republic of China			
Foreign Private Issuer	Yes			
Disclosure Prohibited Under Home Country Law	No			
Total Number of Directors	6			
	Female	Male	Non-Binary	Did Not Disclose Gender
Part I: Gender Identity				
Directors	0	6	0	0
Part II: Demographic Background				
Underrepresented Individual in Home Country Jurisdiction	0			
LGBTQ+	0			
Did Not Disclose Demographic Background	0			

D. Employees

As of December 31, 2019, 2020 and 2021, we had 1,010, 848 and 509 full-time employees, respectively. The following table sets forth the number of our full-time employees categorized by areas of operations as of December 31, 2021:

Function	Number of employees
Business development, sales and marketing	163
Technology support	91
Fulfillment	147
Administration and management	108
Total	509

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

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

E. Share Ownership

Except as specifically noted, the following table sets forth information with respect to the beneficial ownership of our ordinary shares as of the date of this annual report by:

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

The calculations in the table below are based on 35,326,281 ordinary shares outstanding as of the date of this annual report on an as-converted basis, consisting of 28,754,852 Class A ordinary shares and 6,571,429 Class B ordinary shares outstanding, excluding 517,454 Class A ordinary shares reserved as treasury stocks.

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Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Class A Ordinary Shares	Class B Ordinary Shares	Total Ordinary Shares on an As- converted Basis	% of Total Ordinary Shares on an As-converted Basis [†]	% of Aggregate Voting Power ^{††}
Directors and Executive Officers:					
Richard Rixue Li ⁽¹⁾	*	6,571,429	6,572,929	18.6	82.0
Shun Lam Tang	—	—	—	—	—
Jun Wang	—	—	—	—	—
Xiaoquan Zhang	—	—	—	—	—
Wenning Xing	—	—	—	—	—
Jianji Liu	—	—	—	—	—
Shaojun Chen	*	—	*	*	*
All Directors and Executive Officers as a Group	*	6,571,429	6,645,939	18.8	82.1
Principal Shareholders:					
Siku Holding Limited ⁽²⁾	*	6,571,429	6,571,429	18.6	82.0
Qufenqi (HK) Limited ⁽³⁾	8,649,726	—	8,649,726	24.5	5.4
Qu Plus Limited ⁽³⁾	1,554,356	—	1,554,356	4.4	1.0
IDG Funds ⁽⁴⁾	4,964,889	—	4,964,889	14.1	3.1
CMC Galaxy Holdings Ltd ⁽⁵⁾	2,376,854	—	2,376,854	6.7	1.5
Pingan entities ⁽⁶⁾	1,861,782	—	1,861,782	5.3	1.2

* Less than 1%.

** The business address for our directors and executive officers is Secoo Tower-Sanlitun Rd A No. 3 Courtyard Bldg 2, Chaoyang District, Beijing, 100027, The People's Republic of China.

† For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group (including voting rights granted by other shareholders who retain the economic interest in the shares being voted) by the sum of the total number of shares outstanding, which is 35,326,281 as of the date of this annual report and the number of shares such person or group has the right to acquire upon exercise of option, warrant or other right within 60 days after the date of this annual report.

†† For each person and group included in this column, percentage of voting power is calculated by dividing the voting power beneficially owned by such person or group by the voting power of all of our Class A and Class B ordinary shares as a single class. Each holder of Class A ordinary shares is entitled to one vote per share and each holder of our Class B ordinary shares is entitled to twenty votes per share on all matters submitted to them for a vote. Our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law. Our Class B ordinary shares are convertible at any time by the holder thereof into Class A ordinary shares on a one-for-one basis.

(1) Represents (i) 1,500 Class A ordinary shares in the form of ADSs held by Mr. Li and (ii) 6,571,429 Class B ordinary shares beneficially owned by Mr. Li through Siku Holding Limited, a BVI company, as described in footnote (2) below. Siku Holding Limited is 99% beneficially owned by Mr. Li.

(2) Represents 6,571,429 Class B ordinary shares directly held by Siku Holding Limited, a British Virgin Islands company 99% beneficially owned by Mr. Richard Rixue Li and 1% beneficially owned by Ms. Zhaohui Huang. The registered address of Siku Holding Limited is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands.

- (3) Represents 8,649,726 and 1,554,356 Class A ordinary shares directly held by Qufenqi (HK) Limited and Qu Plus Limited, respectively. Qufenqi (HK) Limited is a Hong Kong limited company, which is ultimately controlled by Qudian Inc. Qu Plus Limited is a BVI limited company which is ultimately controlled by Qudian Inc. The registered address of Qufenqi (HK) Limited is Suite 603, 6/F, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Kowloon, Hong Kong. The registered address of Qu Plus Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.
- (4) Represents (i) 99,206 Class A ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (ii) 92,639 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (iii) 6,568 Class A ordinary shares directly held by IDG-Accel China III Investors L.P., (iv) 1,250,000 Class A ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (v) 758,929 Class A ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (vi) 625,313 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (vii) 44,330 Class A ordinary shares directly held by IDG-Accel China III Investors L.P., (viii) 396,825 Class A ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (ix) 370,556 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (x) 26,270 Class A ordinary shares directly held by IDG-Accel China III Investors L.P., (xi) 220,315 Class A ordinary shares directly held by IDG Technology Venture Investment IV, L.P., (xii) 205,729 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (xiii) 14,585 ordinary shares directly held by IDG-Accel China III Investors L.P., (xiv) 548,752 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., (xv) 38,903 Class A ordinary shares directly held by IDG-Accel China III Investors L.P., (xvi) 248,362 Class A ordinary shares directly held by IDG-Accel China Growth Fund III L.P., and (xvii) 17,607 Class A ordinary shares directly held by IDG-Accel China III Investors L.P. IDG Technology Venture Investment IV, L.P. is a Delaware limited partnership which is controlled by its sole general partner, IDG Technology Venture Investment IV, LLC, which is controlled by its two managing members, Mr. Quan Zhou and Mr. Chi Sing Ho. IDG-Accel China Growth Fund III L.P. is a Cayman Islands limited partnership which is controlled by its immediate general partner IDG-Accel China Growth Fund III Associates L.P., or IDG-Accel III Associates L.P., a Cayman Islands limited partnership. IDG-Accel III Associates L.P. is controlled by its general partner IDG-Accel China Growth Fund GP III Associates Ltd., or IDG-Accel III Associates Ltd., a Cayman Islands limited company. IDG-Accel China III Investors L.P. is a Cayman Islands limited partnership which is controlled by its sole general partner, IDG-Accel III Associates Ltd. Mr. Quan Zhou and Mr. Chi Sing Ho are currently serving as members of board of directors of IDG-Accel III Associates Ltd. IDG Technology Venture Investment IV, L.P., IDG-Accel China Growth Fund III L.P., IDG-Accel China III Investors L.P. are collectively referred to as the IDG Funds.
- (5) Represents 2,376,854 Class A ordinary shares directly held by CMC Galaxy Holdings Ltd. CMC Galaxy Holdings Ltd is a Cayman Islands company wholly owned by CMC Capital Partners L.P., a Cayman Islands exempted limited partnership acting by its general partner, CMC Capital Partners GP, L.P., a Cayman Islands exempted limited partnership activity by its general partner, CMC Capital Partners GP, Ltd., a Company incorporated with limited liability in the Cayman Islands. CMC Capital Partners GP, Ltd. is ultimately controlled indirectly by Mr. Ruigang Li. The registered address of CMC Galaxy Holdings Ltd is Harneys Services (Cayman) Limited at 4th Floor, Harbour Place, 103 South Church Street, George Town, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands.
- (6) Represents (i) 1,063,875 Class A ordinary shares directly held by Pingan eCommerce Limited Partnership and (ii) 797,907 Class A ordinary shares directly held by Rhythm Way Limited. Pingan eCommerce Limited Partnership is a Cayman Islands limited partnership which is ultimately controlled by Ping An Insurance (Group) Company of China, Ltd. The registered address of Pingan eCommerce Limited Partnership is Floor 4, Willow House, Cricket Square, PO Box 268, Grand Cayman KY1-1104, Cayman Islands. Rhythm Way Limited is a British Virgin Islands company beneficially owned by Pingan eCommerce Limited Partnership. The registered address of Rhythm Way Limited is PO Box 957, Road Town, Torrola, British Virgin Islands. Pingan eCommerce Limited Partnership and Rhythm Way Limited are collectively referred as Pingan Entities.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

Please refer to “Item 6. Directors, Senior Management and Employees—E. Share Ownership.”

B. Related Party Transactions

Transactions with Shareholders and Affiliates

(a) Amount due from related parties

During the year ended December 31, 2018, we paid RMB2.1 million on behalf of Guangyao, a related party that is under the control Mr. Richard Rixue Li, our chairman and chief executive officer, which was repaid during the year ended December 31, 2019.

(b) Amount due to related parties

During the year ended December 31, 2015, we borrowed RMB18.0 million from Mr. Richard Rixue Li, our chairman and executive officer, to fund working capital, among which RMB0.3 million, RMB0.4 million and RMB0.1 million (US\$10 thousand) were repaid during the years ended December 31, 2019, 2020 and 2021, respectively. We have an amount due to Mr. Richard Rixue Li for RMB0.1 million and nil as of December 31, 2020 and 2021, respectively. The amounts were unsecured, non-interest bearing and have no defined repayment term.

During the year ended December 31, 2018, we borrowed RMB4.5 million from Mr. Rimei Li, CEO of our subsidiary, to fund working capital, RMB4.1 million and RMB0.4 million were repaid during the years ended December 31, 2018 and 2019, respectively.

Contractual Arrangements with Our VIEs and Their Shareholders

PRC laws and regulations currently limit foreign ownership of companies that engage in value-added telecommunications service or auction businesses in China. As a result, we operate our relevant businesses through contractual arrangements between Kutianxia, which is our PRC subsidiary, and Beijing Auction and Beijing Secoo, which are our VIEs, and their respective shareholders. For a description of these contractual arrangements, see “Item 4.C. Organizational Structure — Contractual Arrangements with Our VIEs and Their Shareholders.”

Employment Agreements and Indemnification Agreements

See “Item 6. Directors, Senior Management and Employees—A. Employment Agreements and Indemnification Agreements.”

Share Incentive Plan

See “Item 6. Directors, Senior Management and Employees—B. Compensation—2017 Employee Stock Incentive Plan.”

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

Legal Proceedings

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

Dividend Policy

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

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

We are a holding company incorporated in the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See “Item 4.B. Business Overview—Regulation—Regulations Relating to Dividend Distribution.”

If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the Class A ordinary shares underlying our ADSs to the depository, as the registered holder of such Class A ordinary shares, and the depository then will pay such amounts to our ADS holders in proportion to the Class A ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. 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 have been listed on the NASDAQ Global Market since September 2017 under the symbol “SECO”.

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

The following are summaries of material provisions of our current memorandum and articles of association, insofar as they relate to the material terms of our ordinary shares. The information set forth in Exhibit 2.5 to this annual report on Form 20-F is incorporated herein by reference.

Ordinary Shares

General. All of our issued and outstanding ordinary shares are fully paid and non-assessable. Our ordinary shares are issued in registered form, and are issued when entered in our register of members. Our shareholders who are nonresidents of the Cayman Islands may freely hold and vote their shares.

Voting Rights. Our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law or provided for in our current memorandum and articles of association. In respect of matters requiring shareholders’ vote, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to twenty votes. At any shareholders’ meeting, a resolution put to the vote of the meeting shall be decided on a poll.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes attaching to the ordinary shares cast at a meeting. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Companies Act (As Revised) of the Cayman Islands (the “Companies Act”) and our current memorandum and articles of association. A special resolution will be required for important matters such as a change of name or making changes to our memorandum and articles of association. Our shareholders may, among other things, increase, sub-divide or consolidate our share capital by ordinary resolution.

Liquidation. On a return of capital on winding up or otherwise (other than on conversion, redemption or purchase of ordinary shares), assets available for distribution among the holders of ordinary shares shall be distributed among the holders of the ordinary shares on a pro rata basis. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders proportionately.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such shareholders at least 14 calendar days prior to the specified time and place of payment. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of Ordinary Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by our shareholders by special resolution. Our company may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by ordinary resolution of our shareholders, or are otherwise authorized by our current memorandum and articles of association. Under the Companies Act, the redemption or repurchase of any share may be paid out of our company’s profits or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if the company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares issued and outstanding, or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. If at any time the share capital is divided into different classes of shares, the rights attached to any class of shares may, subject to any rights or restrictions for the time being attached to any class, be materially adversely varied with the written consent of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the shares of the class, be deemed to be materially adversely varied by the creation, allotment or issue of further shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any shares of any class by our company. The rights of the holders of shares shall not be deemed to be materially adversely varied by the creation or issue of shares with preferred or other rights including, without limitation, the creation of shares with enhanced or weighted voting rights.

Changes in Capital. Our company may from time to time by ordinary resolution of our shareholders:

- increase our share capital by new shares of such amount as it thinks expedient;
- consolidate and divide all or any of our share capital into shares of a larger amount than our existing Shares;
- subdivide our shares, or any of them, into shares of an amount smaller than that fixed by our current memorandum and articles of association, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in case of the share from which the reduced Share is derived; and
- cancel any shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

Our shareholders may, by special resolution, amongst other things, reduce our share capital and any capital redemption reserve in any manner authorized by law.

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Issuance of Additional Shares. Our current memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent there are available authorized but unissued shares.

Our current memorandum and articles of association authorizes our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including:

- designation of the series;
- the number of shares of the series;
- the dividend rights, conversion rights and voting rights; and
- the rights and terms of redemption and liquidation preferences.

Anti-Takeover Provisions. Some provisions of our current 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
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our current memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Registered Office and Objects

Our registered office in the Cayman Islands is located at Suite#4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands. 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 Act or any other law of the Cayman Islands.

For details of our board committees, see “Item 6.C. Directors, Senior Management and Employees — Board Practices — Board of Directors.”

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described in “Item 4. Information on the Company” or elsewhere in this annual report on Form 20-F.

D. Exchange Controls

See “Item 4.B. Business Overview—Regulations—Regulations Relating to Foreign Exchange” and “Item 4.B. Business Overview—Regulations—Regulations Relating to Dividend Distribution.”

E. Taxation

The following summary of the material Cayman Islands, PRC and U.S. federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws not addressed herein.

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. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Hong Kong

Before 2018, our subsidiary incorporated in Hong Kong is subject to the uniform tax rate of 16.5% on taxable income generated from the operations in Hong Kong. Hong Kong's two-tier income tax system was officially implemented on April 1, 2018. For the first HK\$2.0 million of assessable profits, we are subject to profits tax rate of 8.25%, and the subsequent profits are taxed at 16.5%. There is an anti-fragmentation measure where each group will have to nominate only one company in the group to benefit from the progressive rates. Under the Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income and there are no withholding taxes in Hong Kong on the remittance of dividends.

PRC

Our PRC subsidiaries and consolidated VIEs are companies incorporated under PRC law and, as such, are subject to PRC enterprise income tax on their taxable income in accordance with the relevant PRC income tax laws. Under the PRC Enterprise Income Tax Law, which became effective on January 1, 2008 and was further amended on February 24, 2017 and December 29, 2018, respectively, and its implementation rules, which became effective on January 1, 2008 and was further amended on April 23, 2019, a uniform 25% enterprise income tax rate is generally applicable to both foreign-invested enterprises and domestic enterprises, unless they qualify for certain exceptions. Our PRC subsidiaries and consolidated VIEs are all subject to the tax rate of 25% for the periods presented in the consolidated financial statements included elsewhere in this annual report.

Under the PRC Enterprise Income Tax Law and its implementation rules, dividends from our PRC subsidiaries paid out of profits generated after January 1, 2008, are subject to a withholding tax of 10%, unless there is a tax treaty with China that provides for a different withholding tax rate. Distributions of profits generated before January 1, 2008 are exempt from PRC withholding tax. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate with respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10%, if such Hong Kong enterprise directly holds at least 25% equity interest in the PRC enterprise. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced withholding tax rate: (i) it must be a company; (ii) it must directly own the required percentage of equity interest and voting rights in the PRC resident enterprise; and (iii) it must have directly owned such required percentage in the PRC resident enterprise throughout the 12 months prior to receiving the dividends. Furthermore, the Administrative Measures for Tax Convention Treatment for Non-resident Taxpayers, which became effective in November 2015 and replaced the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties (For Trial Implementation), provide that any nonresident enterprise meeting conditions for enjoying the convention treatment may be entitled to the convention treatment itself when filing a tax return or making a withholding declaration through a withholding agent, subject to the subsequent administration by the tax authorities.

There are also other conditions for enjoying the reduced withholding tax rate according to other relevant tax rules and regulations. Accordingly, Hong Kong Secoo may be able to benefit from the 5% withholding tax rate for the dividends it receives from Kutianxia, if it satisfies the conditions prescribed under Circular 81 and other relevant tax rules and regulations, and obtains the approvals as required. However, according to Circular 81, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax. Under the PRC Enterprise Income Tax Law, an enterprise established outside of the PRC with “de facto management bodies” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term “de facto management bodies” as the body that exercises full and substantial control and overall management over the business, production, personnel, accounts and properties of an enterprise. Circular 82 provides certain specific criteria for determining whether the “de facto management body” of a Chinese-controlled offshore-incorporated enterprise is located in China. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises, not those controlled by PRC individuals, the determining criteria set forth in Circular 82 may reflect the SAT’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises, non-PRC enterprises, or individuals.

Although we do not believe that our legal entities organized outside of the PRC constitute PRC resident enterprises, it is possible that the PRC tax authorities could reach a different conclusion. However, if one or more of our legal entities organized outside of the PRC were characterized as PRC resident enterprises, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See also “Item 3.D. Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.”

U.S. Federal Income Tax Considerations

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that holds our ADSs or ordinary shares as “capital assets” (generally, property held for investment). This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury regulations promulgated thereunder (“Regulations”), published positions of the Internal Revenue Service (the “Service”), court decisions and other applicable authorities, all as currently in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect).

This discussion does not describe all of the U.S. federal income tax considerations that may be applicable to U.S. Holders in light of their particular circumstances or U.S. Holders subject to special treatment under U.S. federal income tax law, such as:

- banks, insurance companies and other financial institutions;
- tax-exempt entities;
- real estate investment trusts;
- regulated investment companies;
- dealers or traders in securities;
- certain former citizens or residents of the United States;
- persons that elect to mark their securities to market;
- persons holding our ADSs or ordinary shares as part of a “straddle,” conversion or other integrated transaction;
- persons that have a functional currency other than the U.S. dollar; and
- persons that actually or constructively own 10% or more of our equity (by vote or value).

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In addition, this discussion does not address any U.S. state or local or non-U.S. tax considerations or any U.S. federal estate, gift, alternative minimum tax or Medicare contribution tax considerations. Each U.S. Holder is urged to consult its tax advisor concerning the U.S. federal income tax considerations to it in light of its particular situation as well as any considerations arising under the laws of any other taxing jurisdiction.

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (i) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons or (ii) has a valid election in effect under applicable Regulations to be treated as a U.S. person.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our ADSs or ordinary shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner in a partnership holding our ADSs or ordinary shares is urged to consult its tax advisor regarding the tax considerations generally applicable to it of the ownership and disposition of our ADSs or ordinary shares.

For U.S. federal income tax purposes, it is generally expected that a U.S. Holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion assumes that a U.S. Holder of our ADSs will be treated in this manner. Accordingly, deposits or withdrawals of ordinary shares for ADSs will generally not be subject to U.S. federal income tax.

Passive Foreign Investment Company Considerations

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

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

Based on our current income and assets and the value of our ADSs, we do not believe that we were a PFIC for our taxable year ending December 31, 2021 and we do not expect to be classified as a PFIC in the foreseeable future. While we do not anticipate becoming a PFIC, changes in the nature of our income or assets, or fluctuations in the market price of our ADSs, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our market capitalization, which may fluctuate over time. Among other factors, if our market capitalization declines, we may become classified as a PFIC for future taxable years. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to expend significant amounts of cash for working capital or other purposes, our risk of becoming classified as a PFIC may substantially increase. In addition, if it were determined that that we are not the owner of our VIEs for U.S. federal income tax purposes, we may be treated as a PFIC for our current taxable year and in future taxable years.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, the PFIC tax rules discussed below under “— *Passive Foreign Investment Company Rules*” will generally apply to such U.S. Holder for such taxable year and, unless the U.S. Holder makes certain elections, will apply in future years even if we cease to be a PFIC. The discussion below under “— *Dividends*” and “— *Sale or Other Taxable Disposition of our ADSs or Ordinary Shares*” assumes that we will not be classified as a PFIC for U.S. federal income tax purposes.

Dividends

Any cash distributions (including any amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles, any distribution we pay will generally be reported as dividend income for U.S. federal income tax purposes. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction allowed to corporations under the Code.

Individuals and certain other non-corporate U.S. Holders will be subject to tax at the lower capital gain tax rate applicable to “qualified dividend income” on dividends paid on our ADSs, provided that certain conditions are satisfied, including that (i) our ADSs are readily tradable on an established securities market in the United States, or, in the event that we are deemed to be a PRC resident enterprise under the PRC tax law, we are eligible for the benefits of the U.S.-PRC income tax treaty (the “Treaty”), (ii) we are neither a PFIC nor treated as such with respect to a U.S. Holder (as discussed below) for the taxable year in which the dividend was paid and the preceding taxable year, and (iii) certain holding period requirements are met. Our ADSs (but not our ordinary shares) are listed on the NASDAQ Global Market and is considered readily tradable on an established securities market in the United States. Because our ordinary shares are not listed on an established securities market, we do not expect that the dividends we pay on our ordinary shares that are not represented by ADSs will meet the conditions required for such reduced tax rates, unless we are deemed to be a PRC resident enterprise (as described above). We expect, however, to be eligible for the benefits of the Treaty. Assuming we are deemed to be a PRC resident enterprise and we are eligible for such benefits, dividends we pay on our ordinary shares, regardless of whether such shares are represented by the ADSs, would be eligible for the reduced rates of taxation described in this paragraph. There can be no assurance, however, that our ADSs will continue to be considered readily tradable on an established securities market in later years.

For U.S. foreign tax credit purposes, dividends will generally be treated as income from foreign sources and will generally constitute passive category income. In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, a U.S. Holder may be subject to PRC taxes on dividends paid on our ADSs or ordinary shares. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit not in excess of any applicable treaty rate in respect of any nonrefundable foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit on foreign tax withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such U.S. Holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. Each U.S. Holder is urged to consult its tax advisor regarding the availability of the foreign tax credit under its particular circumstances.

Sale or Other Taxable Disposition of our ADSs or Ordinary Shares

A U.S. Holder will generally recognize capital gain or loss upon the sale or other taxable disposition of our ADSs or ordinary shares in an amount equal to the difference, if any, between the amount realized upon the sale or other taxable disposition and the U.S. Holder’s adjusted tax basis in such ADSs or ordinary shares. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year and will generally be U.S.-source gain or loss for U.S. foreign tax credit purposes. The deductibility of a capital loss may be subject to limitations. A U.S. Holder that is eligible for the benefits of the Treaty may be able to elect to treat such gain as PRC-source gain. Pursuant to recently issued United States Treasury Regulations, however, if a U.S. Holder is not eligible for the benefits of the Treaty or does not elect to apply the Treaty, then such holder may not be able to claim a foreign tax credit arising from any PRC tax imposed on the disposition of ADSs or ordinary shares. The rules regarding foreign tax credits and deduction of foreign taxes are complex. U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit or deduction in light of their particular circumstances, including their eligibility for benefits under the Treaty and the potential impact of the recently issued United States Treasury Regulations.

Passive Foreign Investment Company Rules

If we are classified as a PFIC for any taxable year during which a U.S. Holder owns our ADSs or ordinary shares, and unless such U.S. Holder makes a “mark-to-market” election (as described below), such U.S. Holder will generally be subject to special tax rules that have a generally penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to such U.S. Holder (which generally means any distribution paid during a taxable year to such U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, such U.S. Holder’s holding period for our ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of our ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over a U.S. Holder’s holding period for the ADSs or ordinary shares;
- amounts allocated to the current taxable year and any taxable years in such U.S. Holder’s holding period prior to the first taxable year in which we are classified as a PFIC will be taxable as ordinary income; and
- amounts allocated to each of the other taxable years will be subject to tax at the highest tax rate in effect applicable to such U.S. Holder for that year, and such amounts will be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to such years.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our subsidiaries (including any variable interest entity) is also a PFIC, such U.S. Holder will be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holder may not receive the proceeds of those distributions or dispositions.

As an alternative to the foregoing rules, a U.S. Holder of “marketable stock” (as defined below) in a PFIC may make a mark-to-market election with respect to such stock, provided that such stock is regularly traded on a qualified exchange or other market, as defined in the applicable United States Treasury regulations. For those purposes, our ADSs, but not our ordinary shares, are listed on the NASDAQ Global Market, which is a qualified exchange. We anticipate that our ADSs should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, such holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of our ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of our ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in our ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of our ADSs and we cease to be a PFIC, such holder will not be required to take into account the gain or loss described above during any period that we are not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election. Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder would generally continue to be subject to the general PFIC rules described above with respect to such U.S. Holder’s indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

We do not intend to provide the information necessary for a U.S. Holder to make a qualified electing fund election in the event that we are classified as a PFIC.

If we are classified as a PFIC, a U.S. Holder must file an annual report with the IRS. Each U.S. Holder is urged to consult its tax advisors concerning the U.S. federal income tax considerations of owning and disposing of our ADSs or ordinary shares if we are or become a PFIC, including the unavailability of a qualified electing fund election, the possibility of making a mark-to-market election and the annual PFIC filing requirements, if any.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We have filed with SEC a registration statement on Form F-1, including relevant exhibits and securities under the Securities Act with respect to underlying ordinary shares represented by the ADSs. We have also filed with SEC a related registration statement on Form F-6 (File No.: 333-220174) to register the ADSs.

We are subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we are required to file reports, including annual reports on Form 20-F, and other information with SEC. All information filed with SEC can be obtained over the Internet at SEC's website at www.sec.gov or inspected and copied at the public reference facilities maintained by SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call SEC at 1-800-SEC-0330 or visit the SEC website for further information on the operation of the public reference rooms.

As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of proxy statements to shareholders, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to furnish the depositary with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meeting and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our written request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Foreign Exchange Risk

Substantially all of our revenues are denominated in RMB. And our expenses are denominated in RMB, U.S. dollars or EUR. We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge exposure to such risk. Although our exposure to foreign exchange risks should be limited in general, the value of your investment in our ADSs will be affected by the exchange rate between U.S. dollar and Renminbi because the value of our business is effectively denominated in RMB, while our ADSs will be traded in U.S. dollars.

The conversion of Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The Renminbi 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 Renminbi and the U.S. dollar in the future.

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

Interest Rate Risk

Our exposure to interest rate risk primarily relates to interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. Interest-earning instruments carry a degree of interest rate risk. We obtain borrowings from commercial banks and third parties from time to time to meet our working capital expenditure requirements. All of our bank and third parties borrowings as of December 31, 2021 bear fixed interest rates and have maturity terms less than three years. If we were to renew any of these borrowings, we might be subject to interest rate risk.

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

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 Expenses

As an ADS holder, you will be required to pay the following service fees to the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs):

<u>Service</u>	<u>Fees</u>
To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)	Up to US\$0.05 per ADS issued
Cancellation of ADSs, including the case of termination of the deposit agreement	Up to US\$0.05 per ADS cancelled
Distribution of cash dividends	Up to US\$0.05 per ADS held
Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements	Up to US\$0.05 per ADS held
Distribution of ADSs pursuant to exercise of rights	Up to US\$0.05 per ADS held
Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to US\$0.05 per ADS held
Depository services	Up to US\$0.05 per ADS held on the applicable record date (s) established by the depositary bank

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As an ADS holder, you will also be responsible to pay certain fees and expenses incurred by the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of your ADSs) such as:

- (a) 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).
- (b) Expenses incurred for converting foreign currency into U.S. dollars.
- (c) Expenses for cable, telex and fax transmissions and for delivery of securities.
- (d) Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (i.e., when ordinary shares are deposited or withdrawn from deposit).
- (e) Fees and expenses incurred in connection with the delivery or servicing of ordinary shares on deposit.
- (f) Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to Class A ordinary shares, deposited securities, ADSs and ADRs.
- (g) Any applicable fees and penalties thereon.

The depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary bank by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary bank and by the brokers (on behalf of their clients) delivering the ADSs to the depositary bank for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary bank to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed or by selling a portion of distributable property to pay the fees. In the case of distributions other than cash (i.e., share dividends, rights), the depositary bank charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary bank sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary bank generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositary banks.

In the event of refusal to pay the depositary fees, the depositary bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

The depositary has agreed to pay certain amounts to us in exchange for its appointment as depositary. We may use these funds towards our expenses relating to the establishment and maintenance of the ADR program, including investor relations expenses, or otherwise as we see fit. The depositary may pay us a fixed amount, it may pay us a portion of the fees collected by the depositary from holders of ADSs, and it may pay specific expenses incurred by us in connection with the ADR program. For the year ended December 31, 2021, we did not receive any reimbursement from the depositary.

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—B. Memorandum and Articles of Association—Ordinary Shares” for a description of the rights of securities holders, which remain unchanged.

Use of Proceeds

The following “Use of Proceeds” information relates to the registration statement on Form F-1, as amended (File Number 333-220174) (the “F-1 Registration Statement”) in relation to our initial public offering of 8,500,000 ADSs representing 4,250,000 Class A ordinary shares, at an initial offering price of US\$13.00 per ADS. Our initial public offering closed in September 2017. Jefferies LLC and BNP Paribas Securities Corp. were the representatives of the underwriters for our initial public offering.

The F-1 Registration Statement was declared effective by the SEC on September 19, 2017. For the period from the effective date of the F-1 Registration Statement to December 31, 2021, the total expenses incurred for our company’s account in connection with our initial public offering was approximately US\$10.4 million, which included US\$7.7 million in underwriting discounts and commissions for the initial public offering and approximately US\$2.7 million in other costs and expenses for our initial public offering. We received net proceeds of approximately US\$100.1 million from our initial public offering. None of the transaction expenses included payments to directors or officers of our company or their associates, persons owning more than 10% or more of our equity securities or our affiliates. None of the net proceeds from the initial public offering were paid, directly or indirectly, to any of our directors or officers or their associates, persons owning 10% or more of our equity securities or our affiliates.

For the period from September 19, 2017, the date that the Form F-1 was declared effective by the SEC, to December 31, 2021, we had used a portion of the net proceeds received from our initial public offering, which consisted of US\$42.2 million invested in our marketing and branding efforts, US\$15.0 million used in strengthening our IT infrastructure and technology capabilities, US\$20.0 million used to expand our logistic network, and US\$22.9 million used for general corporate purposes.

We still intend to use the remainder of the proceeds from our initial public offering, as disclosed in our registration statements on Form F-1.

ITEM 15. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in reports filed under the Exchange Act is recorded, processed, summarized and reported within the specified time periods and accumulated and communicated to our management, including our principal executive officer and principal accounting officer, as appropriate, to allow timely decisions regarding required disclosure. Our management, under the supervision and with the participation of our principal executive officer and our principal accounting officer, evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Exchange Act, as of December 31, 2021. Based on that evaluation, our principal executive officer and principal accounting officer have concluded that our disclosure controls and procedures are not effective in ensuring that material information required to be disclosed in this annual report is recorded, processed, summarized and reported to them for assessment, and required disclosure is made within the time period specified in the rules and forms of the Commission.

Management’s Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. 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 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 our 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 our receipts and expenditures are being made only in accordance with authorizations of our management and directors, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements. 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 internal control over financial reporting as of December 31, 2021 using criteria established in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”).

In connection with the audit of our consolidated financial statements as of December 31, 2021 and for the year ended December 31, 2021, we identified one material weakness in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company’s annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness identified related to the lack of sufficient financial reporting and accounting personnel with appropriate knowledge to implement key controls over period end financial reporting and to properly prepare and review financial statements and related disclosures in accordance with U.S. GAAP and SEC reporting requirements.

We will continue to recruit experienced personnel to build a strong accounting and finance team. However, we cannot assure you that we complete such implementation in a timely manner. See “Item 3.D. Risk Factors—Risks Related to Our Business—If we fail to implement and maintain an effective system of internal controls or fail to remediate the material weakness in our internal control over financial reporting that has been identified, we may be unable to accurately report our results of operations or prevent fraud, and investor confidence and the market price of our ADSs may be materially and adversely affected.”

Attestation Report of the Company’s Registered Public Accounting Firm

This annual report does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting as we qualify as an “emerging growth company” under section 3(a) of the Securities Exchange Act of 1934, as amended, and are therefore exempt from the attestation requirement.

Changes in Internal Control over Financial Reporting

As of the date of this annual report, we took actions to address the abovementioned material weakness: we have (i) establishing a formal and regular training program for accounting personnel, including attending external U.S. GAAP training and (ii) implementing and formalizing comprehensive internal controls over financial reporting, including developing a comprehensive policy and procedure manual, to allow for prevention, early detection and resolution of potential compliance issues.

Other than the implementation and refinement of the controls necessary to remediate the previous year’s material weakness, there were no changes in our internal controls over financial reporting that occurred during the period covered by this annual report on Form 20-F that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that Mr. Jun Wang, an independent director and member of our audit committee, is an audit committee financial expert.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a code of ethics that applies to all of the directors, officers and employees of us and our subsidiaries, whether they work for us on a full-time, part-time, consultative, or temporary basis. In addition, we expect those who do business with us, such as consultants, suppliers and collaborators, to also adhere to the principles outlined in the code of ethics. Certain provisions of the code of ethics apply specifically to our chief executive officer, chief financial officer, senior finance officer, controller, vice presidents and any other persons who perform similar functions for us. We have filed our code of business conduct and ethics as an exhibit to our registration statement on Form F-1 (No. 333-220174) in connection with our initial public offering in September 2017, which was incorporated by reference thereto in this annual report.

ITEM 16C. PRINCIPAL ACCOUNT FEES AND SERVICES

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by KPMG Huazhen LLP, BDO China Shu Lun Pan Certified Public Accountants LLP and Shandong Haoxin Certified Public Accountants Co., Ltd our principal accountants, for the periods indicated.

	For the Year Ended December 31,	
	2020	2021
	(in thousands of RMB)	
Audit fees ⁽¹⁾	14,511.1	10,805.30
Tax fees ⁽²⁾	1,020.0	863.60

- (1) “Audit fees” means the aggregate fees billed or payable for professional services rendered by our principal accountant for the audit of our consolidated financial statements.
- (2) “Tax fees” means the aggregate fees billed for services rendered by independent registered public accounting firm for transfer pricing and research and development super deduction services.

The policy of our audit committee is to pre-approve all audit and other service provided by KPMG Huazhen LLP, BDO China Shu Lun Pan Certified Public Accountants LLP and Shandong Haoxin Certified Public Accountants Co., Ltd as described above, other than those for *de minimis* services which are approved by the Audit Committee prior to the completion of the audit.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

ITEM 16E. PURCHASE OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

On November 16, 2017, our board of directors authorized a share repurchase program, under which we may repurchase our Class A ordinary shares in the form of ADSs with an aggregate value of up to US\$20 million during the next 12-month period.

The following table sets forth a summary of our repurchase of our ADSs under the share repurchase program described in the paragraph above. All shares were repurchased in the open market pursuant to the share repurchase program announced on November 16, 2017.

Period	Total Number of ADSs Purchased	Average Price Paid Per ADS	Total Number of ADSs Purchased as Part of the Publicly Announced Plan	Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Plan
September 10 — September 28, 2018	315,719	US \$\$ 13.14	315,719	US\$ 9,391,923
Total	315,719	US \$\$ 13.14	315,719	US\$ 9,391,923

On April 30, 2020, our board of directors approved a share repurchase program where we are authorized to repurchase our own Class A ordinary shares in the form of American Depositary Shares with an aggregate value of up to US\$20.0 million over the following 12 months. The share repurchases may be made on the open market at prevailing market prices and/or in negotiated transactions off the market from time to time as market conditions warrant in accordance with applicable laws and regulation. During the year ended December 31, 2021, nil shares were repurchased by us.

ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

The disclosure required by this Item 16F has previously been disclosed in Item 16F of our annual report on Form 20-F for the year ended December 31, 2020, filed on November 9, 2021.

ITEM 16G. CORPORATE GOVERNANCE

Rule 5635(c) of the NASDAQ Rules requires a NASDAQ-listed company to obtain its shareholders’ approval of all equity compensation plans, including stock plans, and any material amendments to such plans. Rule 5615 of the NASDAQ Rules permits a foreign private issuer like our company to follow home country practice in certain corporate governance matters. We rely on home country practice exemption with respect to the requirement for annual shareholders meeting and did not hold an annual shareholders meeting in 2019. We may also opt to rely on additional home country practice exemptions in the future. As a result, our shareholders may be afforded less protection than they would otherwise enjoy under the NASDAQ Stock Market corporate governance listing standards applicable to U.S. domestic issuers. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our American Depositary Shares —As a company incorporated in the Cayman Islands, we will be permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from the NASDAQ Global Market corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the NASDAQ Global Market corporate governance listing standards.”

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

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 for Secoo Holding Limited and its subsidiaries are included at the end of this annual report.

ITEM 19. EXHIBITS

Exhibit Number	Description of Document
1.1	Amended and Restated Memorandum and Articles of Association of the Registrant, effective September 21, 2017 (incorporated herein by reference to Exhibit 3.2 to the Form F-1/A filed on September 11, 2017 (File No. 333-220174))
2.1	Registrant's Specimen American Depositary Receipt (included in Exhibit 4.3) (incorporated herein by reference to Exhibit 4.3 to the Form F-1/A filed on September 11, 2017 (File No. 333-220174))
2.2	Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the Form F-1/A filed on September 11, 2017 (File No. 333-220174))
2.3	Form of Deposit Agreement, among the Registrant, the depository and holder of the American Depositary Receipts (incorporated herein by reference to Exhibit 4.3 to the Form F-1/A filed on September 11, 2017 (File No. 333-220174))
2.4	Amended and Restated Shareholders Agreement between the Registrant and other parties thereto dated July 8, 2015 (incorporated herein by reference to Exhibit 4.4 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
2.5	Description of Securities (incorporated herein by reference to Exhibit 2.5 to the Form 20-F filed on June 11, 2020 (File No. 001-38201))
4.1	2014 Employee Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.2	2017 Employee Stock Incentive Plan (incorporated herein by reference to Exhibit 10.2 to the Form F-1/A filed on September 11, 2017 (File No. 333-220174))
4.3	Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.3 to the Form F-1 filed on August 25, 2017 (File No. 333220174))
4.4	Form of Employment Agreement between the Registrant and its executive officers (incorporated herein by reference to Exhibit 10.4 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.5	English translation of the Share Pledge Agreement between Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo dated May 8, 2017 (incorporated herein by reference to Exhibit 10.5 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.6	English translation of the Exclusive Option Agreement between Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo dated May 24, 2011 (incorporated herein by reference to Exhibit 10.6 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.7	English translation of the Powers of Attorney between Kutianxia and the shareholders of Beijing Secoo taking effect from May 24, 2011 (incorporated herein by reference to Exhibit 10.7 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.8	English translation of the Exclusive Intellectual Property Purchase Agreement between Kutianxia and Beijing Secoo dated May 24, 2011 (incorporated herein by reference to Exhibit 10.8 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))
4.9	English translation of the Exclusive Business Cooperation Agreement between Kutianxia and Beijing Secoo dated May 24, 2011 (incorporated herein by reference to Exhibit 10.9 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))

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Exhibit Number	Description of Document
4.10	<u>The Equity Interest Pledge Agreement between Kutianxia, Beijing Auction and the shareholders of Beijing Auction dated September 15, 2014 (incorporated herein by reference to Exhibit 10.10 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.11	<u>The Exclusive Option Agreement between Kutianxia, Beijing Auction and the shareholders of Beijing Auction dated September 15, 2014 (incorporated herein by reference to Exhibit 10.11 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.12	<u>The Powers of Attorney between Kutianxia and the shareholders of Beijing Auction taking effect from September 15, 2014 (incorporated herein by reference to Exhibit 10.12 to the Form F-1 filed on August 25, 2017 (File No. 333220174))</u>
4.13	<u>The Loan Agreement between Kutianxia and the shareholders of Beijing Auction dated September 15, 2014 (incorporated herein by reference to Exhibit 10.13 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.14	<u>The Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction dated September 15, 2014 (incorporated herein by reference to Exhibit 10.14 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.15	<u>English translation of the Supplemental Agreement to Exclusive Business Cooperation Agreement between Kutianxia and Beijing Secoo dated March 26, 2015 (incorporated herein by reference to Exhibit 10.15 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.16	<u>The Supplement Agreement to the Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction dated March 26, 2015 (incorporated herein by reference to Exhibit 10.16 to the Form F-1 filed on August 25, 2017 (File No. 333-220174))</u>
4.17	<u>Loan Agreement between Beijing Secoo and National Trust Co., Ltd. dated December 20, 2017 (incorporated herein by reference to Exhibit 4.17 to the Form 20-F filed on April 26, 2018 (File No. 00138201))</u>
4.18	<u>Deposit Pledge Agreements between Hong Kong Secoo and National Trust Co., Ltd. dated December 20, 2017 (incorporated herein by reference to Exhibit 4.18 to the Form 20-F filed on April 26, 2018 (File No. 001-38201))</u>
4.19	<u>Convertible Note and Warrant Subscription Agreement between Secoo and Great World Lux Pte. Ltd dated July 9, 2018 (incorporated herein by reference to Exhibit 4.19 to the Form 20-F filed on April 29, 2019 (File No. 001-38201))</u>
4.20	<u>Share Purchase Agreement between Secoo and Qu Plus Limited dated June 3, 2020 (incorporated herein by reference to Exhibit 4.20 to the Form 20-F filed on June 11, 2020 (File No. 001-38201))</u>
4.21	<u>Investor Rights Agreement among Secoo, Qu Plus Limited and Mr. Richard Rixue Li dated June 4, 2020 (incorporated herein by reference to Exhibit 4.21 to the Form 20-F filed on June 11, 2020 (File No. 00131.))</u>
4.22*	<u>Refinancing agreement between Secoo and Great World Lux Pt. Ltd dated March 4, 2022</u>
8.1*	<u>List of Principal Subsidiaries and VIEs of the Registrant</u>
11.1	<u>Code of Business Conduct and Ethics of the Registrant (incorporated herein by reference to Exhibit 99.1 to the Form F1 filed on August 25, 2017 (File No. 333-220174))</u>
12.1*	<u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
12.2*	<u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
13.1**	<u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
13.2**	<u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>

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Exhibit Number	Description of Document
15.1*	Consent of Han Kim Law Offices
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Scheme Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed with this Annual Report on Form 20-F.

** Furnished with this Annual Report on Form 20-F.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Secoo Holding Limited

By: /s/ Richard Rixue Li

Name: Richard Rixue Li

Title: Director and Chief Executive Officer

Date: May 13, 2022

SECOO HOLDING LIMITED

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Secoo Holding Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Secoo Holding Limited and its subsidiaries (the “Company”) as of December 31, 2021 and 2020, and the related consolidated statements of comprehensive loss, changes in shareholders’ equity (deficit) and cash flows for each of the two years in the period ended December 31, 2021, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020 and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2021 in conformity with accounting principles generally accepted in the United States of America.

The Company’s Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2.(c) to the consolidated financial statements, the Company has incurred recurring operating losses, has negative cash flows from operating activities, and has stated that substantial doubt exists about the Company’s ability to continue as a going concern. Management’s evaluation of the events and conditions and management’s plans regarding these matters are also described in Note 2. (c). The consolidated financial statements do not include any adjustments result from the outcome of this uncertainty. Our opinion has not changed as a result of this matter.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“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. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

■ ***Inventories, net – estimated net realizable value***

Description of the Matter

As of December 31, 2021, the Company's net balance of inventories was RMB 2,996 million, comprising of luxury watches, bags, clothing, footwear, jewelry and accessories, and other products. As disclosed in Note 2.(p) to the consolidated financial statements, the Company records valuation allowance for slow-moving and damaged goods to adjust the cost of such inventories to their estimated net realizable value. The estimate requires management to make significant assumptions regarding various factors such as impact of inventory aging, historical and forecasted consumer demand, as well as competition and marketing strategies that may impact pricing.

We identified the estimate of net realizable value of inventories as a critical audit matter because the management had made significant judgments to evaluate the impact of the interaction among the various input factors in order to determine the amounts of estimated net realizable value of the inventories. This required a high degree of auditor judgement and an increased extent of effort, when performing audit procedures to evaluate the reasonableness of management's estimation of the net realizable value.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's accounting for the estimated net realizable value of inventories, including the review of historical and forecasted consumer demand and the calculation of inventory valuation allowance;

We observed the storage conditions and overall status of selected inventories to confirm whether actual damage or obsolescence exists;

We evaluated the reasonableness of the valuation methodologies and assumptions applied by management to determine slow-moving and damaged inventories;

We tested the accuracy and completeness of the underlying data that served as the basis for the calculation of inventory valuation allowance, and the mathematical accuracy of management's calculation of inventory valuation allowance;

We reviewed the actual sales subsequent to December 31, 2021 to corroborate management's quantitative and qualitative judgments applied over the indicators of slow-moving and damaged inventories, and to evaluate the reasonableness of management's estimate of the impact of interaction among various factors.

/s/ Shandong Haoxin Certified Public Accountants Co., Ltd.

We have served as the Company's auditor since 2021.

Weifang, People's Republic of China

May 13, 2022

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Secoo Holding Limited:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of comprehensive income, shareholders' equity, and cash flows of Secoo Holding Limited and subsidiaries (the Company) for the year ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of its operations and its cash flows for the year ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (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 the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ KPMG Huazhen LLP

We served as the Company's auditor from 2016 to 2021.

Beijing, China
June 11, 2020

SECOO HOLDING LIMITED
CONSOLIDATED BALANCE SHEETS
(All amounts in thousands, except for share and per share data)

	As of December 31,		
	2020	2021	
	RMB	RMB	US\$ (Note 2(e))
Assets			
Current assets			
Cash and cash equivalents	639,932	156,108	24,497
Restricted cash	85,826	14,211	2,230
Accounts receivable, net	99,228	10,482	1,645
Inventories	3,289,804	2,995,460	470,052
Advances to suppliers	400,186	351,475	55,154
Prepayments and other current assets, net	492,927	600,416	94,218
Total current assets	5,007,903	4,128,152	647,796
Non-current assets			
Property and equipment, net	73,027	41,319	6,484
Restricted cash	3,846	597	94
Investments in equity investees	57,189	28,477	4,469
Deferred tax assets	82,896	242,211	38,007
Goodwill	807	807	127
Operating lease right-of-use assets	105,938	20,809	3,265
Other non-current assets	10,817	8,506	1,335
Total non-current assets	334,520	342,726	53,781
Total assets	5,342,423	4,470,878	701,577
LIABILITIES			
Current liabilities			
(including current liabilities of the VIEs and VIE's subsidiaries without recourse to the Company amounting to RMB1,369,895 and RMB1,045,107 as of December 31, 2020 and 2021, respectively) (Note 1)			
Short-term borrowings and current portion of long-term borrowings	191,289	32,941	5,169
Accounts payable	348,154	409,519	64,262
Amounts due to related parties	62	—	—
Advances from customers	96,134	197,076	30,926
Income tax payable	77,361	38,337	6,016
Accrued expenses and other current liabilities	742,365	623,475	97,836
Deferred revenue	221,704	20,186	3,168
Operating lease liabilities	40,204	13,721	2,153
Total current liabilities	1,717,273	1,335,255	209,530
Non-current liabilities			
(including non-current liabilities of the VIEs and VIE's subsidiaries without recourse to the Company amounting to RMB69,006 and RMB7,539 as of December 31, 2020 and 2021, respectively) (Note 1)			
Long-term borrowings	1,128,004	1,348,046	211,538
Operating lease liabilities	70,427	7,946	1,247
Long-term liabilities	109,493	—	—
Total non-current liabilities	1,307,924	1,355,992	212,785
Total liabilities	3,025,197	2,691,247	422,315
Commitments and contingencies (Note 26)			
Mezzanine Equity			
Redeemable non-controlling interest	10,010	10,300	1,616
Total mezzanine equity	10,010	10,300	1,616
Shareholders' Equity			
Class A ordinary shares (US\$0.001 par value, 150,000,000 shares authorized including Class A shares and Class B shares, 29,272,306 shares issued and 28,754,852 shares outstanding as of December 31, 2020 and 2021)	198	198	31
Class B ordinary shares (US\$0.001 par value, 150,000,000 shares authorized including Class A shares and Class B shares, 6,571,429 shares issued and outstanding as of December 31, 2020 and 2021; each Class B ordinary shares is convertible into one Class A ordinary share)	41	41	6
Treasury shares (517,454 Class A ordinary shares as of December 31, 2020 and 2021, at cost)	(71,018)	(71,018)	(11,144)
Additional paid-in capital	3,560,008	3,558,821	558,457
Accumulated losses	(1,206,436)	(1,772,189)	(278,096)
Accumulated other comprehensive income	35,923	64,739	10,159
Total equity attributable to ordinary shareholders	2,318,716	1,780,592	279,413
Non-redeemable non-controlling interest	(11,500)	(11,261)	(1,767)
Total Shareholders' Equity	2,307,216	1,769,331	277,646
Total liabilities, mezzanine equity and shareholders' equity	5,342,423	4,470,878	701,577

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(All amounts in thousands, except for share and per share data)

	For the Year Ended December 31,			
	2019	2020	2021	
	RMB	RMB	RMB	US\$ (Note 2(e))
Revenues:				
Merchandise sales	6,609,874	5,790,248	2,986,044	468,575
Marketplace and other services	235,706	229,433	145,580	22,845
Total revenues	6,845,580	6,019,681	3,131,624	491,420
Cost of revenues	(5,648,633)	(5,138,285)	(3,013,467)	(472,878)
Gross profit	1,196,947	881,396	118,157	18,542
Operating expenses:				
Fulfillment expenses	(190,503)	(185,473)	(125,170)	(19,642)
Marketing expenses	(480,442)	(279,207)	(214,299)	(33,628)
Technology and content development expenses	(101,477)	(113,542)	(100,136)	(15,714)
General and administrative expenses	(208,052)	(267,841)	(299,101)	(46,935)
Total operating expenses	(980,474)	(846,063)	(738,706)	(115,919)
Income (loss) from operations	216,473	35,333	(620,549)	(97,377)
Other income (expenses):				
Interest income	9,420	4,851	843	132
Interest expenses	(118,867)	(129,276)	(138,927)	(21,801)
Foreign currency exchange (losses) gain	(3,426)	(5,446)	128	20
Change in fair value of financial instruments	20,660	938	—	—
Others	68,837	12,786	23,690	3,717
Income (loss) before income tax	193,097	(80,814)	(734,815)	(115,309)
Income tax (expenses) benefit	(31,426)	(6,603)	169,083	26,533
Net income (loss)	161,671	(87,417)	(565,732)	(88,776)
Less: Gain (loss) attributable to redeemable non-controlling interest	1,120	1,165	(120)	(19)
Less: Gain (loss) attributable to non-redeemable non-controlling interest	5,499	(16,718)	(359)	(56)
Net income (loss) attributable to Secoo Holding Limited	155,052	(71,864)	(565,253)	(88,701)
Accretion to redeemable non-controlling interest redemption value	(629)	(500)	(500)	(78)
Net income (loss) attributable to ordinary shareholders of Secoo Holding Limited	154,423	(72,364)	(565,753)	(88,779)
Net income (loss)	161,671	(87,417)	(565,732)	(88,776)
Other comprehensive (loss) income				
Foreign currency translation adjustments, net of nil income taxes	(19,955)	62,189	29,324	4,602
Total other comprehensive (loss) income, net of income taxes	(19,955)	62,189	29,324	4,602
Comprehensive income (loss)	141,716	(25,228)	(536,408)	(84,174)
Less: Comprehensive income attributable to redeemable non-controlling interest	1,121	186	290	46
Less: Comprehensive income (loss) attributable to non-redeemable non-controlling interest	5,671	(15,973)	239	38
Comprehensive income (loss) attributable to ordinary shareholders of Secoo Holding Limited	134,924	(9,441)	(536,937)	(84,258)
Net income (loss) per Class A and Class B ordinary share				
—Basic	6.15	(2.36)	(16.02)	(2.51)
—Diluted	5.89	(2.36)	(16.02)	(2.51)
Weighted average number of Class A and Class B ordinary shares outstanding used in computing net income (loss) per share				
—Basic	25,122,199	30,629,608	35,326,281	35,326,281
—Diluted	26,221,104	30,629,608	35,326,281	35,326,281

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(All amounts in thousands, except for share data)

	Class A ordinary shares		Class B ordinary shares		Treasury Shares		Additional paid-in capital	Accumulated losses	Accumulated Other comprehensive (loss) income	Total shareholder's (deficit) equity	Non-redeemable non-controlling interest	Total (deficit) equity
	Shares	RMB	Shares	RMB	Shares	RMB						
Balance as of January 1, 2019	19,068,224	126	6,571,429	41	(517,454)	(71,018)	2,839,342	(1,280,753)	(6,373)	1,481,365	20,561	1,501,926
Net income for the year	—	—	—	—	—	—	—	155,052	—	155,052	5,499	160,551
Share-based compensation	—	—	—	—	—	—	8,803	—	—	8,803	—	8,803
Acquisition of a subsidiary	—	—	—	—	—	—	—	—	—	—	1,751	1,751
Redeemable non-controlling interest redemption value accretion	—	—	—	—	—	—	—	(629)	—	(629)	—	(629)
Foreign currency translation adjustments, net of nil tax	—	—	—	—	—	—	—	—	(20,127)	(20,127)	172	(19,955)
Balance as of December 31, 2019	19,068,224	126	6,571,429	41	(517,454)	(71,018)	2,848,145	(1,126,330)	(26,500)	1,624,464	27,983	1,652,447
Cumulative effect of adopting ASU 2016-13	—	—	—	—	—	—	—	(7,742)	—	(7,742)	(1)	(7,743)
Issuance of Class A ordinary shares pursuant to share purchase agreement with Qudian Inc., net of issuance cost	10,204,082	72	—	—	—	—	703,702	—	—	703,774	—	703,774
Net loss for the year	—	—	—	—	—	—	—	(71,864)	—	(71,864)	(16,718)	(88,582)
Share-based compensation	—	—	—	—	—	—	8,161	—	—	8,161	—	8,161
Change of the capital from non-controlling interest shareholders	—	—	—	—	—	—	—	—	—	—	346	346
Disposal of subsidiaries	—	—	—	—	—	—	—	—	—	—	(22,876)	(22,876)
Redeemable non-controlling interest redemption value accretion	—	—	—	—	—	—	—	(500)	—	(500)	—	(500)
Foreign currency translation adjustments, net of nil tax	—	—	—	—	—	—	—	—	62,423	62,423	(234)	62,189
Balance as of December 31, 2020	29,272,306	198	6,571,429	41	(517,454)	(71,018)	3,560,008	(1,206,436)	35,923	2,318,716	(11,500)	2,307,216
Net loss for the year	—	—	—	—	—	—	—	(565,253)	—	(565,253)	(359)	(565,612)
Share-based compensation	—	—	—	—	—	—	2,286	—	—	2,286	—	2,286
Disposal of an equity investee	—	—	—	—	—	—	(3,473)	—	—	(3,473)	—	(3,473)
Redeemable non-controlling interest redemption value accretion	—	—	—	—	—	—	—	(500)	—	(500)	—	(500)
Foreign currency translation adjustments, net of nil tax	—	—	—	—	—	—	—	—	28,816	28,816	598	29,414
Balance as of December 31, 2021	29,272,306	198	6,571,429	41	(517,454)	(71,018)	3,558,821	(1,772,189)	64,739	1,780,592	(11,261)	1,769,331
US\$ (Note 2(e))	—	31	—	6	—	(11,144)	558,457	(278,096)	10,159	279,413	(1,767)	277,646

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(All amounts in thousands)

	For the Year Ended December 31,			
	2019 RMB	2020 RMB	2021 RMB	US\$ (Note 2(e))
Cash flows from operating activities:				
Net income (loss)	161,671	(87,417)	(565,732)	(88,776)
Adjustments to reconcile net income (loss) to net cash used in operating activities				
Share-based compensation	8,803	8,161	2,286	359
Inventory write-downs	14,273	64,245	469,644	73,697
Depreciation and amortization expenses	25,417	24,801	24,500	3,845
Amortization of the right-of-use assets	28,549	42,503	37,868	5,942
Loss on disposal of property and equipment	403	898	15,714	2,466
Unrealized foreign currency exchange losses	1,270	—	—	—
Deferred tax (benefits) expenses	(55,771)	23,443	(170,376)	(26,736)
Allowance for doubtful accounts/expected credit losses	8,731	83,587	70,912	11,127
Share of losses on investment in equity investees	762	119	70	11
Change in fair value of financial instruments	(20,660)	(938)	—	—
(Gain) Loss from disposal of subsidiaries	(13,531)	12,575	—	—
Loss (gain) on disposal equity investees and investment security	—	164	(1,674)	(263)
Amortization of issuance costs of convertible note	14,598	20,478	13,741	2,156
Accrued interest expenses for convertible notes	—	—	108,263	16,989
Impairment for equity investees	—	—	26,275	4,123
Changes in operating assets and liabilities:				
Accounts receivable	(11,264)	19,180	81,034	12,716
Inventories	(969,470)	(699,171)	(178,816)	(28,060)
Advance to suppliers	97,384	(74,194)	43,976	6,901
Amount due from related parties	2,105	30	—	—
Prepayments and other assets	(283,181)	(160,875)	(174,303)	(27,352)
Other non-current assets	(6,129)	1,516	8,011	1,257
Accounts payable	58,000	(209,108)	70,845	11,117
Advance from customers	(12,432)	42,514	100,942	15,840
Accrued expenses and other liabilities	594,425	(136,369)	(95,380)	(14,967)
Deferred revenue	35,487	123,739	(201,518)	(31,623)
Operating lease right-of-use assets	(6,140)	(6,274)	(3,565)	(559)
Operating lease liabilities	(29,176)	(24,604)	(38,137)	(5,985)
Income tax payable	63,337	(12,205)	(26,041)	(4,085)
Long-term liabilities	48,217	41,314	—	—
Net cash used in operating activities	(244,322)	(901,888)	(381,461)	(59,860)
Cash flows from investing activities:				
Purchase of land use right	—	—	(6,300)	(989)
Purchase of property and equipment	(35,416)	(17,194)	(7,606)	(1,193)
Cash paid for investment in equity investees	(43,780)	—	(250)	(39)
Cash paid for business combination, net of cash acquired	(1,911)	(4,043)	—	—
Cash decreased due to disposal of subsidiaries	(3,230)	(3,129)	—	—
Proceeds from disposal of a subsidiary	—	10,000	—	—
Purchase of equity securities and put option	(2,375)	—	—	—
Proceeds from maturity of time deposits	67,335	—	—	—
Proceeds from disposal of investment securities	35,942	2,029	—	—
Proceeds from disposal of investment in equity investees	—	12,000	—	—
Net cash provided by/(used in) investing activities	16,565	(337)	(14,156)	(2,221)
Cash flows from financing activities:				
Proceeds from issuance of Class A ordinary shares to Qudian Inc., net of issuance cost	—	703,774	—	—
Capital injection from non-controlling interests	—	346	—	—
Repayment to related parties	(724)	(426)	(62)	(10)
Proceeds from short-term borrowings	183,609	146,000	40,000	6,277
Proceeds from long-term borrowings	30,000	—	—	—
Repayment of short-term borrowings	(183,707)	(130,000)	(177,559)	(27,863)
Repayment of long-term borrowings	(4,324)	(14,211)	(15,789)	(2,478)
Proceeds from other borrowings	247,500	—	10,000	1,569
Repayment of other borrowings	(218,000)	—	(15,000)	(2,353)
Net cash provided by/(used in) financing activities	54,354	705,483	(158,410)	(24,858)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,132	(27,790)	(4,661)	(731)
Net decrease in cash, cash equivalents and restricted cash	(172,271)	(224,532)	(558,688)	(87,670)
Cash, cash equivalents and restricted cash at the beginning of the year	1,126,407	954,136	729,604	114,491
Cash, cash equivalents and restricted cash at the end of the year	954,136	729,604	170,916	26,821
Supplemental information				
Interest paid	56,510	59,329	15,213	2,387
Income tax paid	41,656	10,726	27,333	4,289
ROU assets obtained in exchange for new operating lease liabilities	138,049	6,274	3,565	559
Receivable from disposal of a subsidiary	10,000	2,143	2,143	336
Accrual for purchase of property and equipment	8,356	—	—	—
Accrual for business acquisition (Note 5)	697	—	—	—
Consideration payable for acquiring equity interests	1,992	1,000	—	—

SECOO HOLDING LIMITED
CONSOLIDATED STATEMENTS OF CASH FLOWS
(All amounts in thousands)

The following table provides a reconciliation of cash and cash equivalents, restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statement of cash flows.

	For the Year Ended December 31,			
	2019	2020	2021	
	RMB	RMB	RMB	US\$
Cash and cash equivalents	709,823	639,932	156,108	24,497 (Note 2(e))
Restricted cash, current	240,741	85,826	14,211	2,230
Restricted cash, non-current	3,572	3,846	597	94
Total cash, cash equivalents and restricted cash	954,136	729,604	170,916	26,821

The accompanying notes are an integral part of these consolidated financial statements.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. Description of Business and Organization

Description of Business

Secoo Holding Limited (“Secoo” or the “Company”) was incorporated in the Cayman Islands on January 4, 2011. Secoo, through its consolidated subsidiaries, variable interest entities and variable interest entities’ subsidiaries (collectively referred to as the “Group”) is primarily engaged in the sale of upscale brand products including handbags, watches, jewelry and other premium lifestyle products through its own internet platforms and offline experience centers. Secoo also offers its website as a marketplace to third party merchants to facilitate their sales of upscale products and services. The Group’s principal operations and geographic markets are mainly in the People’s Republic of China (“PRC” or “China”).

Organization

The Group operates its website in the PRC through Beijing Secoo Trading Ltd. (“Beijing Secoo”), a limited liability company established under the laws of the PRC on April 30, 2009, and Beijing Wo Mai Wo Pai Auction Co., Ltd (“Beijing Auction”), a limited liability company established under the laws of the PRC on September 15, 2014. Beijing Secoo holds the necessary PRC operating licenses for the online business, and Beijing Auction holds the necessary PRC operating license for the auction business. The equity interests of Beijing Secoo and Beijing Auction (collectively referred to as the “VIEs”) are legally held by individuals who act as nominee equity holders of the VIEs on behalf of Kutianxia (Beijing) Information Technology Ltd. (“Kutianxia”), the Company’s indirectly wholly-owned subsidiary in the PRC. Beijing Secoo entered into a series of contractual agreements with Kutianxia and its legal shareholders, including Powers of Attorney, an Exclusive Business Cooperation Agreement, Equity Pledge Agreements, Exclusive Option to Purchase Agreements, and an Exclusive Option to Purchase Intellectual Properties Agreement (collectively, the “Beijing Secoo VIE Agreements”). Beijing Auction entered into a series of contractual agreements with Kutianxia and its legal shareholders, including Powers of Attorney, an Exclusive Business Cooperation Agreement, Equity Pledge Agreements, Exclusive Option to Purchase Agreements and Loan Agreements (collectively, the “Beijing Auction VIE Agreements”, and together with the Beijing Secoo VIE Agreements, the “VIE Agreements”).

Pursuant to the VIE Agreements, the Group, through Kutianxia, is able to exercise effective control over, bears the risks of, enjoys substantially all of the economic benefits of VIEs, and has an exclusive option to purchase all or part of the equity interests in VIEs when and to the extent permitted by PRC law at the minimum price possible. The Company’s management concluded that Beijing Secoo and Beijing Auction are variable interest entities of the Group and Kutianxia is the primary beneficiary of Beijing Secoo and Beijing Auction. As such, the financial statements of the VIEs are included in the consolidated financial statements of the Company.

The principal terms of the agreements entered into among the VIEs, their nominee equity holders and Kutianxia, the primary beneficiary, are further described below.

- *Powers of Attorney*

Kutianxia and each of the shareholders of Beijing Secoo entered into a Powers of Attorney. Pursuant to the Powers of Attorney, the shareholders of Beijing Secoo irrevocably appointed Kutianxia as their attorney-in-fact to exercise all shareholder rights, including, but not limited to, participation in the shareholders’ meeting, appointing or removing directors, executive officers and senior management, disposing of all or part of the shareholder’s equity interests in Beijing Secoo, casting shareholder’s vote on matters requiring shareholders’ approval and doing all other acts in the capacity of shareholder as permitted by Beijing Secoo’s Memorandum and Articles of Association. In addition, Kutianxia has a right to assign its rights and benefits under the Powers of Attorney to any other parties without an advance notice to the shareholders of Beijing Secoo. The Powers of Attorney shall continue in force and be irrevocable as long as the shareholders of Beijing Secoo remain as the registered legal shareholders of Beijing Secoo.

The Powers of Attorney between Kutianxia and the shareholders of Beijing Auction contains the same terms as those described above. The Powers of Attorney will be in effect for as long as the shareholders of Beijing Auction hold any equity interests in Beijing Auction.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. Description of Business and Organization (Continued)

- *Exclusive Business Cooperation Agreement*

Kutianxia and Beijing Secoo entered into an Exclusive Business Cooperation Agreement, whereby Kutianxia is appointed as the exclusive service provider for the provision of business support, technology and consulting services to Beijing Secoo. Unless a written consent is given by Kutianxia, Beijing Secoo is not allowed to engage a third party to provide such services, while Kutianxia is able to designate another party to render such services to Beijing Secoo. Beijing Secoo shall pay Kutianxia on a quarterly basis a service fee, which shall be an amount that is determined by Kutianxia based on the amount of services provided, and the market value for those services, and Kutianxia has the sole discretion to adjust the basis of calculation of the service fee amount according to service provided to Beijing Secoo. Kutianxia owns the exclusive intellectual property rights, whether created by Kutianxia or Beijing Secoo, as a result of the performance of the Exclusive Business Cooperation Agreement. The Exclusive Business Cooperation Agreement has an initial term of ten years and can be indefinitely extended at the sole discretion of Kutianxia. Beijing Secoo is not permitted to terminate the agreement except if Kutianxia commits gross negligence or fraud.

The Exclusive Business Cooperation Agreement between Kutianxia and Beijing Auction contains the same terms as those described above, except that Beijing Auction shall pay Kutianxia a monthly service fee determined at the sole discretion of Kutianxia on the basis of the scope and complexity of the work, the experience of staff personnel and their time spent and the market price of such work. The Exclusive Business Cooperation Agreement will be in effect for an unlimited term, unless terminated in writing by Kutianxia, or the Exclusive Business Cooperation Agreement shall be terminated as of the expiration date of the business term of either Kutianxia or Beijing Auction if the renewal of the business term of the respective companies is not approved by the relevant government authorities. Beijing Auction is not permitted to terminate the Exclusive Business Cooperation Agreement.

- *Equity Pledge Agreement*

An Equity Pledge Agreement was entered into by and among Kutianxia, Beijing Secoo and the shareholders of Beijing Secoo. To guarantee payment from Beijing Secoo for services rendered pursuant to the Exclusive Business Cooperation Agreement, the shareholders of Beijing Secoo pledged their respective shares in Beijing Secoo under the Equity Pledge Agreement to Kutianxia as collateral for Beijing Secoo's service fee payment. In the event Beijing Secoo fails to pay Kutianxia its service fee, Kutianxia will have the right to sell the pledged shares and apply the proceeds received to pay any outstanding service fees due by Beijing Secoo to Kutianxia. The shareholders of Beijing Secoo agree that, during the term of the Equity Pledge Agreement, they will not dispose of the pledged shares or create or allow any encumbrance on the pledged shares, and they also agree that Kutianxia's rights relating to the equity pledges shall not be prejudiced by any legal actions of the shareholders of Beijing Secoo, their successors or their designees. The equity pledges have been registered with the relevant registration authority and became effective and enforceable since registration. During the term of the Equity Pledge Agreement, Kutianxia is entitled to receive dividends attributable to the pledged Beijing Secoo shares. The Equity Pledge Agreement has a term of ten years which shall be automatically extended corresponding to the extension of the Exclusive Business Cooperation Agreement. The Equity Pledge Agreement shall be terminated as and when the Exclusive Business Cooperation Agreement terminates.

Pursuant to the Equity Pledge Agreement entered into among Kutianxia, Beijing Auction, and the nominee shareholders, the shareholders of Beijing Auction pledge all of their equity interests in Beijing Auction to guarantee their and Beijing Auction's performance of their obligations under the contractual arrangements including, but not limited to, the Exclusive Business Cooperation Agreement, Exclusive Option to Purchase Agreement, Loan Agreement and Powers of Attorney. If Beijing Auction or its shareholders breach their contractual obligations under these agreements, Kutianxia, as pledgee, will have the right to dispose of the pledged equity interests of Beijing Auction. The shareholders of Beijing Auction agree that, during the term of the Equity Pledge Agreement, they will not dispose of the pledged equity interests or create or allow any encumbrance on the pledged equity interests without the prior written consent of Kutianxia, and they also agree that Kutianxia's rights relating to the pledged equity interests shall not be prejudiced by the legal actions of the shareholders, their successors or their designees. The shareholders of Beijing Auction shall subscribe for additional equity in Beijing Auction only upon the written consent of Kutianxia and the additional equity shall thereon deemed to be pledged equity interests subject to the terms of the Equity Pledge Agreement. During the term of the Equity Pledge Agreement, Kutianxia has the right to receive all of the dividends and profits distributed on the pledged equity interests.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. Description of Business and Organization (Continued)

In the event of liquidation of Beijing Auction, any distribution from the liquidation proceeds of Beijing Auction received by the shareholders of Beijing Auction shall be deposited into an account designated by Kutianxia and subject to the supervision of Kutianxia or the funds in the account shall be unconditionally transferred to Kutianxia to the extent permitted by PRC law. The Equity Pledge Agreement became effective and enforceable on the date when the pledge of equity interests were registered with the relevant office of the Administration for Industry and Commerce in accordance with the PRC Property Rights Law and remain effective until Beijing Auction and its shareholders discharge all their obligations under the Equity Pledge Agreement. Kutianxia has a right to terminate the Agreement if Beijing Auction or its shareholders have any material breach of the terms of the Agreement, and may assign its rights and obligations under the Beijing Auction Agreements to any designated parties. Beijing Auction, and its shareholders shall not have any right to terminate the Agreement.

- *Exclusive Option to Purchase Agreement*

Each of the shareholders of Beijing Secoo entered into an Exclusive Option to Purchase Agreement with Kutianxia and Beijing Secoo, pursuant to which the shareholders of Beijing Secoo granted Kutianxia or its designated person an irrevocable and exclusive option to purchase, at its discretion and to the extent permitted under the PRC law, all or part of the shareholders' equity interests in Beijing Secoo at the minimum price that the PRC law permits at the time unless a valuation of the shares is required by the PRC law. Beijing Secoo and its shareholders agree that without the prior written consent of Kutianxia, they will not undertake any acts which may adversely affect the interests and rights of Kutianxia in Beijing Secoo. The shareholders of Beijing Secoo commit that without the prior written consent of Kutianxia, they will not sell, pledge or dispose of their equity interests in Beijing Secoo to any other parties. Beijing Secoo commits that without the prior written consent of Kutianxia, it will not increase or decrease its registered capital, amend its Articles of Association, sell, pledge, dispose of or permit a lien to be created on its assets, commit to any debts or liabilities not arising in the ordinary course of business, grant any loans or credit to any person, enter into any material contracts not in the ordinary course of business, enter into any investments, business acquisitions or combinations, dissolving Beijing Secoo, or distribute dividends to the shareholders. Beijing Secoo and its shareholders shall appoint those individuals recommended by Kutianxia as directors of the company. Beijing Secoo shall provide operating and financial information to Kutianxia at the request of Kutianxia and ensure the continuance of the business. The Exclusive Option to Purchase Agreement has an initial term of ten years and can be extended indefinitely at the discretion of Kutianxia.

The Exclusive Option to Purchase Agreement entered into among Kutianxia, Beijing Auction and its nominee shareholders contains the same terms as those described above, except that the purchase price for the equity interests shall equal the amount that the shareholders contributed to Beijing Auction as its registered capital or a pro-rata amount if only portion of the equity interests is purchased, or the minimum price permitted by applicable PRC law, whichever is higher. The Exclusive Option to Purchase Agreement will remain effective until all equity interests in Beijing Auction held by its shareholders are transferred or assigned to Kutianxia or its designees. The shareholders of Beijing Auction shall not have any right to terminate the Exclusive Option to Purchase Agreement.

- *Exclusive Option to Purchase Intellectual Properties Agreement*

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

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. Description of Business and Organization (Continued)

• *Loan Agreements*

Loan Agreements were entered into between Kutianxia and each of the shareholders of Beijing Auction. Under these Loan Agreements, Kutianxia made interest-free loans in an aggregate amount of RMB1 million to the shareholders of Beijing Auction exclusively for the purpose of the initial capitalization and the subsequent financial needs of Beijing Auction. The loans shall be repaid in full if the shareholders of Beijing Auction cease to be employees of Kutianxia, Beijing Auction or their affiliates; and can only be repaid with the proceeds derived from the sale of all of the equity interests in Beijing Auction to Kutianxia or its designated representatives pursuant to the Exclusive Option to Purchase Agreements. The term of the loans is ten years from the date of the Loan Agreements and may be extended upon mutual written consent of Kutianxia and the shareholders of Beijing Auction.

The revenue producing assets that are held by the VIEs primarily comprise of network equipment, purchased software and the website. Substantially all of such assets are recognized in the Company's consolidated financial statements, except for certain internally developed software, which were not recorded on the Company's consolidated balance sheets as they do not meet all the capitalization criteria. The VIEs also have assembled work force for sales, marketing and operations.

Risks in relation to the VIE structure

In the opinion of the Company's management, the contractual arrangements have resulted in Kutianxia having the power to direct activities that most significantly impact the VIEs and the VIEs' subsidiaries, including appointing key management, setting up operating policies, exerting financial controls and transferring profit or assets out of the VIEs and the VIEs' subsidiaries at its discretion. Kutianxia considers that it has the right to receive all the benefits and assets of the VIEs and the VIEs' subsidiaries. As the VIEs and the VIEs' subsidiaries were established as limited liability companies under the PRC law, their creditors do not have recourse to the general credit of Kutianxia for the liabilities of the VIEs and VIEs' subsidiaries, and Kutianxia does not have the obligation to assume the liabilities of the VIEs and VIEs' subsidiaries.

The Company is a Cayman Islands holding company with no equity ownership in its VIEs and the Company conduct its operations in China primarily through its PRC subsidiaries, its VIEs and their subsidiaries. The Company has maintained contractual arrangements with its VIEs. Investors in its Class A ordinary shares or the ADSs thus are not purchasing equity interest in its VIEs in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government deems that the Company's contractual arrangements with its VIEs do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change or are interpreted differently in the future, the Company could be subject to severe penalties or be forced to relinquish its interests in those operations. The Company may not be able to repay the notes and other indebtedness, and its shares may decline in value or become worthless, if the Company is unable to assert its contractual control rights over the assets of its VIEs, which contribute to 91.7%, 86.3% and 85.0% of its revenues in 2019, 2020 and 2021, respectively. Its holding company in the Cayman Islands, its VIEs, and investors of the Company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with its VIEs and, consequently, significantly affect the financial performance of its VIEs and the Company as a whole.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. Description of Business and Organization (Continued)

The Group has determined that the VIE agreements are in compliance with PRC laws and are legally enforceable. However, uncertainties in the PRC legal system could limit the Group's ability to enforce the VIE Agreements; and if the shareholders of the VIEs were to reduce their interest in the Group, their interests may diverge from that of the Group and that may potentially increase the risk that they would seek to act contrary to the contractual terms.

The Group's ability to control the VIEs and the VIEs' subsidiaries also depends on the rights provided to Kutianxia under the Powers of Attorney to vote on all matters requiring shareholders' approval in the respective VIEs. As noted above, the Group believes these Powers of Attorney are legally enforceable but yet they may not be as effective as direct equity ownership. In addition, if the corporate structure of the Group or the contractual arrangements between Kutianxia, the VIEs and their respective shareholders were found to be in violation of any existing PRC laws and regulations, the relevant PRC regulatory authorities could:

- revoke the Group's business and operating licenses;
- require the Group to discontinue or restrict its operations;
- restrict the Group's right to collect revenues;
- block the Group's websites;
- require the Group to restructure the operations, re-apply for the necessary licenses or relocate its businesses, staff and assets;
- impose additional conditions or requirements with which the Group may not be able to comply; or
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.

The imposition of any of the above restrictions or actions may result in a material and adverse effect on the Group's ability to conduct its business. In addition, if the imposition of any of these restrictions causes the Group to lose the right to direct the activities of the VIEs and the VIEs' subsidiaries or the right to receive their economic benefits, the Group would no longer be able to consolidate the VIEs and the VIEs' subsidiaries. The Group believes the likelihood to lose the Group's current ownership structure or the contractual arrangements with the VIEs and the VIEs' subsidiaries is remote based on the current facts and circumstances.

The equity interests of VIEs are legally held by Mr. Richard Rixue Li and Ms. Zhaohui Huang as nominee equity holders on behalf of the Group. Mr. Richard Rixue Li is also director of the Group. Mr. Richard Rixue Li and Ms. Zhaohui Huang each holds 82.0% and 0.2% of the total voting rights of the Company as of December 31, 2021, respectively, assuming the exercise of all outstanding options held by Mr. Richard Rixue Li and Ms. Zhaohui Huang as of such date. The Group cannot assure that when conflicts of interest arise, either of the nominee equity holders will act in the best interests of the Group or such conflicts will be resolved in the Group's favor. Currently, the Group does not have any arrangements to address potential conflicts of interest between the nominee equity holders and the Group, except that Kutianxia could exercise the purchase option under the exclusive option agreement with the nominee equity holders to request them to transfer all of their equity ownership in VIEs to a PRC entity or individual designated by the Group. The Group relies on the nominee equity holders, who are both the Group's directors and who owe a fiduciary duty to the Group, to comply with the terms and conditions of the contractual arrangements. Such fiduciary duty requires directors to act in good faith and in the best interests of the Group and not to use their positions for personal gains. If the Company cannot resolve any conflict of interest or dispute between the Group and the nominee equity holders of VIEs, the Group would have to rely on legal proceedings, which could result in disruption of the Group's business and subject the Group to substantial uncertainty as to the outcome of any such legal proceedings.

There is no VIE in which the Group has a variable interest but is not the primary beneficiary. Currently there is no contractual arrangement that could require the Group to provide additional financial support to the VIEs.

SECOO HOLDING LIMITED
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1. Description of Business and Organization (Continued)

The following consolidated assets and liabilities information of the Group's VIEs and VIEs' subsidiaries as of December 31, 2020 and 2021, and consolidated operating results and cash flows information for the years ended December 31, 2019, 2020 and 2021, have been included in the accompanying consolidated financial statements. All intercompany transactions and balances with the Company and its subsidiaries have been eliminated upon consolidation.

	As of December 31,	
	2020	2021
	RMB	RMB
Cash and cash equivalents	604,154	152,871
Restricted cash	1,002	14,211
Accounts receivable, net	97,209	6,467
Inventories	3,207,836	2,938,953
Advances to suppliers	312,907	291,892
Prepayments and other current assets	432,970	568,375
Total current assets	4,656,078	3,972,769
Property and equipment, net	50,650	25,269
Restricted cash	3,846	597
Investments in equity investees	16,556	12,538
Deferred tax assets	57,102	222,545
Goodwill	807	807
Operating lease right-of-use assets	102,188	19,284
Other non-current assets	8,600	1,506
Total non-current assets	239,749	282,546
Total assets	4,895,827	4,255,315
Short-term borrowings and current portion of long-term borrowings	191,289	32,941
Accounts payable	174,583	239,404
Amount due to intercompany	3,272,486	3,555,674
Amount due to related parties	62	—
Advances from customers	55,002	183,858
Income tax payable	66,813	32,561
Accrued expenses and other current liabilities	623,632	523,599
Deferred revenue	221,595	20,186
Operating lease liabilities	36,919	12,558
Total current liabilities	4,642,381	4,600,781
Operating lease liabilities	69,006	7,539
Total non-current liabilities	69,006	7,539
Total liabilities	4,711,387	4,608,320

	For the Year Ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Total revenues	6,277,535	5,195,430	2,662,614
Net income (loss)	182,443	(50,327)	(525,174)
Net cash provided by (used in) operating activities	290,615	(900,928)	(29,233)
Net cash used in investing activities	(51,679)	(39)	(5,582)
Net cash provided by (used in) financing activities	54,452	670,256	(406,518)
Effect of exchange rate changes on Cash, cash equivalents and restricted cash	—	—	10
Net increase (decrease) in cash, cash equivalents and restricted cash	293,388	(230,711)	(441,323)
Cash, cash equivalents and restricted cash at the beginning of the year	546,325	839,713	609,002
Cash, cash equivalents and restricted cash at the end of the year	839,713	609,002	167,679

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
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2. Summary of Significant Accounting Policies

(a) Basis of Presentation

The consolidated financial statements of the Group have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

(b) Principles of Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, the VIEs and the VIEs’ subsidiaries for which the Company or its subsidiary is the primary beneficiary.

Subsidiaries are those entities in which the Company, directly or indirectly, controls more than one half of the voting power or has the power to govern the financial and operating policies, to appoint or remove the majority of the members of the board of directors (the “Board”), or to cast a majority of votes at the meeting of directors. A VIE is an entity in which the Company, or its subsidiary, through contractual arrangements, exercises effective control over the activities that most impact the economic performance, bears the risks of, and enjoys the rewards normally associated with ownership of the entity, and therefore the Company or its subsidiary is the primary beneficiary of the entity.

All intercompany transactions and balances among the Company, its subsidiaries, the VIEs and the VIEs’ subsidiaries have been eliminated upon consolidation.

(c) Liquidity

The Group experienced net loss of RMB87,417 and RMB565,732 for the years ended December 31, 2020 and 2021, respectively, and negative cash flows from operating activities of approximately RMB244,322, RMB901,888 and RMB381,461 for the years ended December 31, 2019, 2020 and 2021, respectively. The major source of liquidity to support the Group’s operating cash outflow is from cash flow providing by financing activities, which were cash inflow of RMB54,354 and RMB705,483 for the years ended December 31, 2019 and 2020, respectively, and RMB158,410 cash outflow for the year ended December 31, 2021. As of December 31, 2021, the Group had cash position of RMB170,916, working capital of RMB2,792,897, and accumulated deficit of RMB1,772,189. On August 8, 2021, the Company’s US\$175,000 convertible note matured without any redemption, repurchase or conversion. These adverse conditions indicate that there is substantial doubt about the Company’s ability to continue as a going concern.

On March 4, 2022, the Company and Great World entered into a refinancing agreement. Pursuant to the refinancing agreement, the Company and Great World have agreed to refinance the convertible note. On April 19, 2022, the Company issued the New Note to Great World to replace the convertible note (see Note 13).

Based on cash flows projection from operating and financing activities and existing balance of cash and cash equivalents, and the refinancing arrangement for the convertible note, management is of the opinion that the Group has sufficient funds for sustainable operations and it will be able to meet its payment obligations from operations and debt related commitments for the next twelve months from the issuance of the consolidated financial statements. If the Group encounter unforeseen circumstances that place constraints on its capital resources, management will be required to take various measures to conserve liquidity, which could include, but not necessarily be limited to, initiating additional public offerings, curtailing the Group’s business development activities, suspending the pursuit of its business plan, obtaining credit facilities, controlling overhead expenses and seeking to further dispose of non-core assets. Management cannot provide any assurance that the Group will raise additional capital if needed.

Based on the above considerations, the accompanying financial statements have been prepared in accordance with U.S. GAAP, on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. The financial statements do not include any adjustments relating to the recoverability and classification of asset and amounts and classification of liabilities that may be necessary should the Group be unable to continue as a going concern.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

2. Summary of Significant Accounting Policies (Continued)

(d) Use of Estimates

The preparation of the consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures of contingent assets and liabilities at the balance sheet date, and the reported revenues and expenses during the reported period in the consolidated financial statements and accompanying notes. Significant accounting estimates include, but not limited to, the standalone selling prices of performance obligations of revenue contracts, sales returns, the allowance for credit losses of accounts receivable and prepayment and other current assets, fair values of put option, fair value of observable transaction for equity investment without readily determinable fair value, noncontrolling interests with respect to business combinations, share-based compensation, convertible note and warrant, useful life of long-lived assets, recoverability of the carrying value of goodwill, purchase price allocations, inventory write-downs for excess and obsolete inventories, realization of deferred tax assets, and forfeiture rates for share options granted. Actual results may differ materially from those estimates.

(e) Foreign Currency

The Group's reporting currency is Renminbi ("RMB"). The functional currency of the Company and its subsidiaries incorporated in United States of America is the United States dollars ("US\$"). The functional currencies of the Company's subsidiaries incorporated in Hong Kong Special Administrative Region ("HK" or "Hong Kong"), Italy, Japan and Malaysia are the Hong Kong dollars, the Euro dollars, the Japanese Yen and the Ringgit Malaysia, respectively. The functional currency of the Company's PRC subsidiaries, VIEs and VIEs' subsidiaries is the RMB.

Transactions denominated in currencies other than the functional currency are remeasured into the functional currency at the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in a foreign currency are remeasured into the functional currency using the applicable exchange rate at the balance sheet date. The resulting exchange differences are recorded as foreign currency exchange gains (losses) in the consolidated statements of comprehensive income (loss).

The financial statements of the non-PRC Group's entities are translated from the functional currency into RMB. Assets and liabilities are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in the current periods are translated into RMB using the appropriate historical rates. Revenues, expenses, gains and losses are translated into RMB using the average exchange rates for the relevant period.

The resulting foreign currency translation adjustments are recorded as a component of other comprehensive income or loss in the consolidated statements of comprehensive income (loss), and the accumulated foreign currency translation adjustments are recorded as a component of accumulated other comprehensive income (loss) in the consolidated statements of shareholders' equity.

(f) Convenience Translation

Translations of the consolidated financial statements from RMB into US\$ as of and for the year ended December 31, 2021 are solely for the convenience of the readers and were calculated at the rate of US\$1.00=RMB6.3726, representing the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York on December 30, 2021. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US\$ at that rate on December 30, 2021, or at any other rate.

The US\$ convenience translation is not required under U.S. GAAP and all US\$ convenience translation amounts in the accompanying consolidated financial statements are unaudited.

SECOO HOLDING LIMITED
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2. Summary of Significant Accounting Policies (Continued)

(g) Fair Value

Fair value represents the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability.

Accounting guidance defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Accounting guidance establishes a three-level fair value hierarchy and requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of inputs are:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Include other inputs that are directly or indirectly observable in the marketplace.

Level 3—Unobservable inputs which are supported by little or no market activity.

Accounting guidance also describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

Short-term financial assets and liabilities of the Group primarily consist of cash and cash equivalents, restricted cash, investment securities, put option (included in prepayments and other current assets), accounts receivable, net, amounts due from related parties, Short-term borrowings and current portion of long-term borrowings, accounts payable, contingent considerations (included in accrued expenses and other current liabilities), and amounts due to related parties.

The Group measures investment securities and contingent considerations at fair value on a recurring basis. Investment securities were measured at fair value using observable inputs. Contingent considerations were measured at fair value using unobservable inputs. As of December 31, 2020 and 2021, the carrying amounts of other financial instruments approximated to their fair values due to the short-term maturity of these instruments.

Long-term financial asset of the Group is restricted cash recognized in non-current assets. As of December 31, 2020 and 2021, the carrying values of restricted cash recognized in non-current assets approximated to their fair values as the interest rates approximate the rates in the market.

Long-term financial liabilities of the Group are long-term loans, convertible note and contingent considerations (included in long-term liabilities). As of December 31, 2020 and 2021, the carrying values of long-term loans approximated to their fair values as the interest rates of the Group's long-term loans approximate the rates currently offered by the banks for similar loans. The convertible note was initially recognized based on the relative fair value of the convertible note and warrant and subsequently measured at amortized cost using effective interest rate. The estimated fair values of the convertible note based on a market approach were approximately US\$199,604 (equivalent to RMB1,302,416) and nil as of December 31, 2020 and 2021, respectively, and represents a Level 3 valuation in accordance with ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"). When determining the estimated fair value of the convertible note, the Company used a commonly accepted valuation methodology and market-based risk measurements that are indirectly observable, such as credit risk. The fair value of the bifurcated derivative from convertible note was nil as of December 31, 2020 and 2021.

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2. Summary of Significant Accounting Policies (Continued)

(h) Business Combination and Non-redeemable Non-controlling Interests

The Group accounts for its business combinations using the acquisition method of accounting in accordance with ASC 805, Business Combinations. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets and liabilities acquired or assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any noncontrolling interests. The excess of (i) the total costs of acquisition, fair value of the noncontrolling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree is recorded as goodwill. During the measurement period, which can be up to one year from the acquisition date, the Group may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded as gain or loss on the consolidated statements of operations and comprehensive loss.

For the Company's majority-owned subsidiaries and consolidated VIEs, non-redeemable non-controlling interests are recognized to reflect the portion of the equity which is not attributable, directly or indirectly, to the Group as the controlling shareholder. Non-redeemable non-controlling interests acquired through a business combination are recognized at fair value at the acquisition date, which is estimated with reference to the purchase price per share as of the acquisition date.

(i) Investments

The Group's investments consist of investment securities and investments in equity investees.

Investment securities

The Company's investment securities represent equity securities traded publicly in the open market, which are measured at fair value with changes recorded in changes in fair value of financial instruments in the consolidated statements of comprehensive income (loss).

Investment in equity investees

Investment in equity investees represents the Group's investments in privately held companies, which includes equity investments without readily determinable fair value and equity method investments.

Management regularly evaluates the impairment of these investments based on performance and 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 financing, projected and historical financial performance, cash flow forecasts and financing needs. An impairment loss is recognized in earnings equal to the excess of the investment's cost over its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value would then become the new cost basis of investment.

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2. Summary of Significant Accounting Policies (Continued)

Investments in entities in which the Group can exercise significant influence but does not own a majority equity interest or control are accounted for using the equity method of accounting in accordance with ASC Topic 323 (“ASC 323”), “Investments-Equity Method and Joint Ventures”. Under the equity method, the Group initially records its investment at cost and the difference between the cost of the equity investee and the fair value of the underlying equity in the net assets of the equity investee is recognized as equity method goodwill, which is included in the equity method investment on the consolidated balance sheets. The Group subsequently adjusts the carrying amount of the investment to recognize the Group’s proportionate share of each equity investee’s net income or loss into earnings after the date of investment. The Group will discontinue applying the equity method if an investment (and additional financial supports to the investee, if any) has been reduced to zero. Under the conditions that the Group is not required to advance additional funds to an investee and the equity-method investment in ordinary shares is reduced to zero, if further investments are made that have a higher liquidation preference than ordinary shares, the Group would recognize the loss based on its percentage of the investment with the same liquidation preference, and the loss would be applied to those investments of a lower liquidation preference first before being further applied to the investments of a higher liquidation preference. The Group evaluates the equity method investments for impairment whenever events or changes in circumstances indicate that the carrying amount of the investment might not be recoverable. Factors considered by the Group when determining whether an investment has been otherthan temporarily impaired, includes, but not limited to, the length of the time and the extent to which the market value has been less than cost, the financial performance and near term prospect of the investee, and the Group’s intent and ability to retain the investment until the recovery of its cost. An impairment loss on the equity method investments is recognized in earnings when the decline in value is determined to be other-than-temporary.

According to the above testing, no impairment losses for investments in equity investees were recognized during the years of 2019, and 2020. Impairment loss of RMB26,275 for investments in equity investees were recognized during the year of 2021.

(j) Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, cash at bank and time deposits, which have original maturities of three months or less and are readily convertible to known amounts of cash.

(k) Time Deposits

Time deposits represent deposits at banks with original maturities of more than three months but less than one year.

(l) Restricted Cash

Restricted cash primarily represents cash deposited with a bank in conjunction with a borrowing from the bank, restricted in relation to legal proceedings, and deposits for maintain the travel agency license. Restriction on the use of such cash and the interest earned thereon is imposed by the bank and remains effective throughout the term of the bank borrowing or payables. The cash restricted for use longer than one year is classified as non-current assets in the consolidated balance sheets.

(m) Adoption of ASU 2016-13

In June 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2016-13, Measurement of Credit Losses on Financial Instruments, which replaces the incurred loss impairment guidance in legacy GAAP and establishes a single allowance framework for financial assets carried at amortized cost with a methodology that requires consideration of a broader range of information to estimate credit losses. The Group adopted ASU 2016-13 on January 1, 2020, using a modified retrospective transition method. Based on upon Group’s assessment of various factors, including historical experience and the expectation of future economic conditions, upon adoption of the new standard on January 1, 2020, the Company recorded an increase in the opening balance of accumulated losses of RMB7,742.

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2. Summary of Significant Accounting Policies (Continued)

The Group maintains an allowance for credit losses for accounts receivable and prepayments and other current assets, which is recorded as an offset to accounts receivable and prepayments and other current assets, and the estimated credit losses charged to the allowance is classified as “General and administrative” in the consolidated statements of comprehensive income (loss). When similar risk characteristics exist, the Group assesses collectability and measure expected credit losses on a collective basis for a pool of assets, whereas if similar risk characteristics do not exist, the Group assesses collectability and measures expected credit losses on an individual asset basis. In determining the amount of the allowance for credit losses, the Group considers historic collection experience, the age of the accounts receivable and contract assets balances, credit quality of the Group’s customers, current economic conditions, reasonable and supportable forecasts of future economic conditions, and other factors that may affect the customer’s ability to pay.

(n) Accounts Receivable

Accounts receivable mainly represent amounts due from customers and installment payment by end customers with payment period within one year. Accounts receivable are recorded net of an allowance for doubtful accounts, if any.

Prior to January 1, 2020, the Group considers many factors in assessing the collectability of its accounts receivable, such as the age of the amounts due, the payment history, credit-worthiness and the financial condition of the debtor. An allowance for doubtful accounts is recorded in the period in which a loss is determined to be probable. The Group also makes a specific allowance if there is strong evidence indicating that an account receivable is likely to be unrecoverable. Accounts receivable are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers. RMB7,598 allowance for account receivable was provided as of December 31, 2019. RMB9,018 and RMB15,606 provision for credit loss were provided as of December 31, 2020 and 2021, respectively.

Starting from January 1, 2020, accounts receivables are recognized and carried at the original invoiced amount less an allowance for credit losses. An estimate for the allowance for credit losses is discussed above (“Adoption of ASU 2016-13”). The receivable balances are written off when they are deemed uncollectible.

(o) Transfer of financial assets

Transfers are accounted for as sale and corresponding transferred accounts receivable are de-recognized in the consolidated balance sheets pursuant to ASC Topic 860, *Transfers and Servicing* (“ASC 860”), only if they meet all of the three criteria: (i) the transferred financial assets have been isolated from the transferor and its creditor, (ii) each transferee has the rights to pledge or exchange the transferred assets, or the transferor has no continuing involvement with the transferred financial assets, and (iii) the transferor does not maintain effective control over the transferred financial assets or third-party beneficial interests related to those transferred assets. Otherwise, the transfer of the assets will be accounted for as a financing type transaction if the conditions in ASC 860-10-40-5 were not met.

Beginning August 2019, the Group entered into periodically arrangements with one third-party non-financial institution to transfer the Group’s accounts receivables arising from consumer financing. The transfers of accounts receivables meet the criteria as defined in the ASC 860 and therefore are derecognized in the consolidated balance sheet. In 2019, RMB87,160 consumer accounts receivables financial assets were derecognized through the sales type arrangements. Proceeds from the derecognition were RMB87,160. The investor has no recourse to the Group if the underlying consumers fail to pay amounts contractually on due. No such transaction was recognized in 2020 and 2021.

(p) Inventories

Inventories, consisting of products available for sale, are stated at the lower of cost or net realizable value. The cost of inventory is determined using the identified cost of the specific item. Inventory is written down for damaged goods and slow-moving merchandise, which is dependent upon factors such as historical and forecasted consumer demand, and the sales promotion. Write downs are recorded in cost of revenues in the consolidated statements of comprehensive income (loss). Inventory write-downs of RMB64,245 and RMB469,644 were recognized in the years of 2020 and 2021, respectively.

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2. Summary of Significant Accounting Policies (Continued)

(q) Property and Equipment, net

Property and equipment, net are stated at cost less accumulated depreciation and impairment. Property and equipment are depreciated at rates sufficient to write off their costs less impairment and residual value (estimated at 5% of cost) over their estimated useful lives on a straight-line basis. Leasehold improvements are depreciated on a straight-line basis over the period of the lease or their estimated useful lives, if shorter. The estimated useful lives are as follows:

Category	Estimated useful lives
Electronic equipment	3-5 years
Software	10 years
Transportation equipment	4 years
Office equipment	3-5 years
Leasehold improvements	Shorter of 5 years or lease term

Expenditures for repairs and maintenance are expensed as incurred, whereas the costs of renewals and betterment that extend the useful lives of property and equipment are capitalized as additions to the related assets. Retirements, sales and disposals of assets are recorded by removing the costs, accumulated depreciation and impairment with any resulting gain or loss recognized in the consolidated statements of comprehensive income (loss).

(r) Goodwill

Goodwill represents the excess of the purchase consideration over the acquisition date amounts of the identifiable tangible and intangible assets acquired and liabilities assumed from the acquired entity in a business combination. Goodwill is not amortized but is tested for impairment on December 31 annually, or more frequently if events or changes in circumstances indicate that it might be impaired. The Company first assesses qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. In the qualitative assessment, the Company considers factors such as macroeconomic conditions, industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations, business plans and strategies of the reporting unit, including consideration of the impact of the COVID-19 pandemic. Based on the qualitative assessment, if it is more likely than not that the fair value of a reporting unit is less than the carrying amount, the quantitative impairment test is performed. Otherwise, no further testing is required.

On January 1, 2020, the Group adopted ASU No. 2017-04, Simplifying the Test for Goodwill Impairment to simplify the test for goodwill impairment by removing Step 2, which was issued by the FASB in January 2017. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, versus determining an implied fair value in Step 2 to measure the impairment loss.

Management evaluated the recoverability of goodwill by performing a qualitative assessment before using a two-step impairment test approach at the reporting unit level. Based on an assessment of the qualitative factors, management determined that it is more-likely-than-not that the fair value of each reporting unit is in excess of its carrying amount as of December 31, 2021. Therefore, no impairment loss was recorded for the year ended December 31, 2019, 2020 and 2021.

(s) Impairment of Long-lived Assets other than goodwill

Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the assets to an estimate of future undiscounted cash flows expected to be generated from the use of the assets and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the assets, the Group recognizes an impairment loss based on the excess of the carrying value of the assets over the fair value of the assets. No impairment of long-lived assets was recognized for the years ended December 31, 2019, 2020 and 2021.

SECOO HOLDING LIMITED
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2. Summary of Significant Accounting Policies (Continued)

(t) Leases

In February 2016, the Financial Accounting Standards Board (“FASB”) issued ASU 2016-02, Leases, which specifies the accounting for leases. Earlier application is permitted for all entities as of February 25, 2016, the issuance date of the final standard. The Group adopted ASC 842 on January 1, 2019, along with all subsequent ASU clarifications and improvements that are applicable to the Group, to each lease that existed in the years presented in the financial statements, using the modified retrospective transition method and used the commencement date of the leases as the date of initial application. Consequently, financial information and the disclosures required under ASC 842 are provided for dates and years presented in the financial statements.

The Group has applied the practical expedient to not recognize short-term leases with lease terms of one year or less. The Group categorizes leases with contractual terms longer than twelve months as either operating or finance lease. However, the Group has no finance leases for any of the periods presented.

The Group determines if an arrangement is a lease or contains a lease at lease inception. For operating leases, the Group recognizes a right-of-use asset and a lease liability based on the present value of the lease payments over the lease term, reduced by lease incentives received, plus any initial direct costs, using the discount rate for the lease at the commencement date. Variable lease payments not dependent on an index or rate are excluded from the ROU asset and lease liability calculations and are recognized in expense in the period which the obligation for those payments is incurred. As the rate implicit in the Group’s lease is not typically readily available, the Group uses an incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. This incremental borrowing rate reflects the fixed rate at which the Group could borrow on a collateralized basis the amount of the lease payments in the same currency, for a similar term, in a similar economic environment. The Group’s lease terms may include options to extend or terminate the lease. Such options are accounted for only when it is reasonably certain that the Group will exercise the options. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Group accounts for lease and non-lease components separately.

(u) Value Added Taxes

The Company’s PRC subsidiaries are subject to value added tax (“VAT”). Revenue from sales of second-hand merchandise purchased from individual vendors is subject to VAT at the concession rate of 2% or 3% depending on the sales term. Revenue from sales of new brand merchandise purchased from entities is generally subject to VAT at the rate of 17% prior to May 1, 2018, 16% from May 1, 2018 to March 31, 2019 and 13% since April 1, 2019. Service revenue is subject to VAT at the rate of 6%. The VAT payable is recorded in Accrued expenses and other current liabilities in the consolidated balance sheets.

(v) Revenue

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

The Group adopted ASC 606 — “Revenue from Contracts with Customers” for all years presented. Under ASC 606, the Company recognizes revenues upon the satisfaction of its performance obligation (upon transfer of control of promised goods or services to customers) in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services, excluding amounts collected on behalf of third parties.

To achieve that core principle, the Group applies the five steps defined under Topic 606: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfies a performance obligation. The Group assesses its revenue arrangements against specific criteria in order to determine if it is acting as principal or agent. Revenue arrangements with multiple performance obligations are divided into separate distinct goods or services. The Group allocates the transaction price to each performance obligation based on the relative standalone selling price of the goods or services provided. Revenue is recognized upon the transfer of control of promised goods or services to a customer.

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2. Summary of Significant Accounting Policies (Continued)

The Group's revenue recognition policies effective upon the adoption of ASC 606 are as follows:

Merchandise Sales

The Group presents the revenue generated from its sales of merchandise on a gross basis as the Group has control of the goods and has the ability to direct the use of goods to obtain substantially all the benefits. In making this determination, the Group also assesses whether it is primarily obligated in these transactions, is subject to inventory risk, has latitude in establishing prices, or has met several but not all of these indicators.

Revenues are measured as the amount of consideration the Group expects to receive in exchange for transferring products to customers. Consideration from merchandise sales is recorded net of value-added tax, discounts and return allowances. Return allowances of RMB2,345 and RMB117 as of December 31, 2020 and 2021, respectively, which reduce revenue, are estimated based utilizing the most likely amount method based on historical data and updated at the end of each reporting period.

With respect to considerations from merchandise sales, the Group allocates proceeds from merchandise sales among sales of the products, customer loyalty program benefits and coupons with material rights based on relative standalone selling price. Proceeds allocated to sales of goods are recognized as revenue from merchandise sales when the receipt of merchandise is confirmed by the customer, which is the point that the control of the merchandise is transferred to the customer. Proceeds allocated to customer loyalty program benefits and coupons are recorded as deferred revenue.

The Group utilizes delivery service providers to deliver products to its consumers ("shipping activities") but the delivery service is not considered as a separate obligation as the shipping activities are performed before the consumers obtain control of the products. Therefore, shipping activities are not considered a separate promised service to the consumers but rather are activities to fulfill the Group's promise to transfer the products and are recorded as fulfillment expenses.

Marketplace and other services

With respect to the marketplace service revenue, the Group does not consider it controls the products before they are transferred to the customer or have the ability to direct the use of the goods and obtain substantially all of their benefits. The Group bears no physical and general inventory risk and has no discretion in establishing price, so it has determined that revenue from its sales of products under these arrangements are marketplace service fees in nature. Revenue is recognized when the Group has fulfilled its selling performance obligations on behalf of the principal in the transaction, which is when the products are accepted by the customer.

The Group recognizes other service revenue when control of promised service is transferred to the customers in an amount of consideration to which the Group expects to be entitled to in exchange for those services.

Contract balances

The timing of revenue recognition, billings and cash collections result in accounts receivable and contract liability (i.e. deferred revenue). Accounts receivable are recognized in the period when the Company has transferred products or provided services to its customers and when its right to consideration is unconditional. Amounts collected on accounts receivable are included in net cash provided by operating activities in the consolidated statements of cash flows.

The Group collects cash from end customers before or upon deliveries of products mainly through banks, third party online payment platforms or delivery companies. The cash collected from the customer before the Company has transferred products or provided services, is initially recorded in deferred revenue (a contract liability) in the consolidated balance sheets and subsequently recognized as revenue when the receipt of merchandise is confirmed by the customers, which is the point that the control of the merchandise is transferred to the customer.

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2. Summary of Significant Accounting Policies (Continued)

The amounts of revenue recognized during the years ended December 31, 2019, 2020 and 2021 from the opening balance of deferred revenue as of January 1, 2019, 2020 and 2021, was RMB54,948, RMB96,779 and RMB220,496, respectively. The remaining performance obligation is expected to be recognized as revenue within the next 12 months.

The Group has elected the practical expedient not to disclose the information about remaining performance obligations which are part of contracts that have an original expected duration of one year or less.

Advance from customers

Under marketplace revenue, the Group collects full amount from end customers and only records the net commission fee as revenue at the point of customer acceptance. The amounts that the Group collected in excess of the net commission fee are recorded under advance from customers account in the Group's consolidated balance sheets.

(w) Customer Loyalty Program

Customers earn loyalty program points from qualified purchases from the Group. The loyalty program points can be used as cash for future purchases from the Group, which will directly reduce the amount paid by the customer. Periods after July, 2020, the loyalty program points expire on one day before the end of the quarter, and are redeemable for a maximum of 100% on the customers' future purchase amounts. Periods prior to July, 2020, the loyalty program points expire on December 31 of the following year after they are awarded, and are redeemable for a maximum of 30% on the customers' future purchase amounts. Loyalty program point is considered as a separate performance obligation identified in the contract. Therefore, the sales consideration is allocated to the merchandise and loyalty program points based on the relative standalone selling price of the merchandise and loyalty program points. Consideration allocated to loyalty program point is initially recorded as deferred revenue and recognized as revenues when loyalty program points are used or expire. The Group estimates the relative standalone selling price, including an estimate of the breakage for points that members will never use. The Group reviews the relative standalone selling price of loyalty program point at least annually based upon the latest available information regarding redemption and expiration patterns.

(x) Cost of Revenues

Cost of revenues primarily consist of cost of merchandise sold and inventory write-downs, repair and maintenance staff payroll and related depreciation and amortization. Payment processing, packaging material and product delivery costs are classified as fulfillment expenses in the consolidated statements of comprehensive income (loss). Inventory write-downs of RMB64,245 and RMB469,644 were recognized in the years of 2020 and 2021, respectively.

(y) Fulfillment Expenses

Fulfillment expenses represent packaging material costs and those costs incurred in shipping and operating and staffing the Group's fulfillment and customer service centers, including costs attributable to receiving, inspecting, and warehousing inventories; picking, packaging, and preparing customer orders for shipment; and collecting payments from customers and responding to inquiries from customers. Fulfillment expenses also include amounts payable to third parties that assist the Group in payment collections and product deliveries. Shipping costs included in fulfillment expenses were RMB63,247, RMB51,730 and RMB29,083 for the years ended December 31, 2019, 2020 and 2021, respectively.

(z) Marketing Expenses

Marketing expenses mainly consist of advertising costs, promotion expenses, payroll and related expenses for personnel engaged in marketing activities. Advertising costs, which consist primarily of online and offline advertisements, are expensed when the services are received. The advertising expenses were RMB183,744, RMB119,881 and RMB86,714 for the years ended December 31, 2019, 2020 and 2021, respectively.

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2. Summary of Significant Accounting Policies (Continued)

(aa) Technology and Content Development Expenses

Technology and content development expenses mainly consist of technology infrastructure expenses and payroll and related costs for employees involved in application development, category expansion, editorial content production and system support, as well as costs associated with computation, storage and telecommunication infrastructures.

For internal use software, the Group expensed all costs incurred for the preliminary project stage and post implementation-operation stage of development, and costs associated with repair or maintenance of the existing platforms. Third-party costs incurred in the application development stage are capitalized and amortized over the estimated useful life.

(bb) General and Administrative Expenses

General and administrative expenses mainly consist of payroll and related costs for employees involved in general corporate functions, including accounting, finance, tax, legal and human resources, professional fees, credit loss and other general corporate expenses as well as costs associated with the use by these functions of facilities and equipment, such as depreciation and operating lease costs.

(cc) Share-based Compensation

The Company periodically grants share-based awards, including but not limited to, restricted shares and share options to eligible employees and directors.

Share-based awards granted to the employees before the Group's IPO are subject to service and performance conditions, and are measured at the grant date fair value of the awards using the graded vesting method, net of estimated forfeitures, if and when the Company considers that it is probable that the performance condition will be achieved. Share-based awards granted to the employees after the Group's IPO are subject to service conditions, and are measured at the grant date fair value of the awards using straight line method, net of estimated forfeitures.

A change in any of the terms or conditions of share-based awards is accounted for as a modification of the awards. The Group calculates incremental compensation cost of a modification as the excess of the fair value of the modified awards over the fair value of the original awards immediately before its terms are modified at the modification date. For vested awards, the Group recognizes incremental compensation cost in the period the modification occurs. For awards not being fully vested, the Group recognizes the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original awards over the remaining requisite service period after modification.

Share-based compensation in relation to the restricted shares is measured based on the fair market value of the Company's ordinary shares at the grant date of the award. Prior to IPO, estimation of the fair value of the Company's ordinary shares involves significant assumptions that might not be observable in the market, and a number of complex and subjective variables, including discount rate, and subjective judgments regarding the Company's projected financial and operating results, its unique business risks, the liquidity of its ordinary shares and its operating history and prospects at the time the grants are made. Share-based compensation in relation to the share options is estimated using the Binominal Option Pricing Model. The determination of the fair value of share options is affected by the share price of the Company's ordinary shares as well as the assumptions regarding a number of complex and subjective variables, including the expected share price volatility, risk-free interest rate, exercise multiple and expected dividend yield. The fair value of these awards was determined with the assistance from a valuation report prepared by an independent valuation firm using management's estimates and assumptions.

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2. Summary of Significant Accounting Policies (Continued)

(dd) Employee Benefits

The Company's subsidiaries, the VIEs and the VIEs' subsidiaries in China participate in a government mandated, multi employer, defined contribution plan, pursuant to which certain retirement, medical, housing and other welfare benefits are provided to employees. PRC labor laws require the entities incorporated in China to pay to the local labor bureau a monthly contribution calculated at a stated contribution rate on the monthly basic compensation of qualified employees. For its employees in the PRC, the Group has participated in defined contribution benefit plans and social insurance plans organized by the relevant local governmental authorities. For its employee in Hong Kong, the Group participates in the mandatory provident fund scheme with contributions calculated in accordance with the provisions under the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong). The Group has no further commitments beyond its monthly contribution. Employee social benefits included as expenses in the accompanying consolidated statements of comprehensive income (loss) amounted to RMB75,922, RMB43,747 and RMB40,683 for the years ended December 31, 2019, 2020 and 2021, respectively.

(ee) Subsidy Income

Subsidy income represent amounts granted by local government authorities as an incentive for companies to promote and develop. Subsidy income received by the Group were nonrefundable and were for the purpose of giving immediate incentive with no future costs or obligations are recognized as others in the accompanying consolidated statements of comprehensive income (loss) amounted to RMB54,751, RMB24,324 and RMB20,260 in the Company's consolidated statements of comprehensive income (loss) for the years ended December 31, 2019, 2020 and 2021, respectively.

(ff) Taxation

Income Tax

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

Uncertain tax positions

In order to assess uncertain tax positions, the Group applies a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. The Group recognizes interest and penalties, if any, under other current liabilities on its consolidated balance sheet and under other expenses in its consolidated statement of operations and comprehensive income (loss). The Group did not have any significant unrecognized uncertain tax positions as of and for the years ended December 31, 2019, 2020 and 2021, respectively.

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2. Summary of Significant Accounting Policies (Continued)

(gg) Disposal of Subsidiary

The Group accounts for the disposal of a subsidiary when it ceases to control the subsidiary's assets and liabilities. A gain or loss is recognized and measured as the difference between the fair value of consideration received or to be received and the value of assets, liabilities and equity components de-recognized, related to that subsidiary when deconsolidated.

(hh) Redeemable Non-controlling Interest

The redeemable non-controlling interest was recorded outside of permanent equity on the consolidated balance sheets and initially recorded at the carrying value. The redeemable non-controlling interest is carried at the expected redemption value.

(ii) Treasury Shares

Treasury shares represents ordinary shares repurchased by the Group that are no longer outstanding and are held by the Group. The repurchase of ordinary shares is accounted for under the cost method whereby the entire cost of the acquired share is recorded as treasury share.

(jj) Net income (loss) per Share

Basic net income (loss) per Class A and Class B share is computed by dividing net income (loss) attributable to holders of Class A and Class B ordinary shares, considering the accretions to redemption value of the preferred shares and accretions to redemption value of the redeemable non-controlling interest, by the weighted average number of Class A and Class B ordinary shares outstanding during the year using the two-class method. Under the two-class method, any net income (loss) is allocated between Class A and Class B ordinary shares and other participating securities based on their participating rights. Diluted net income (loss) per share is calculated by dividing net income (loss) attributable to Class A and Class B ordinary shareholders, as adjusted for the accretion and allocation of net income (loss) related to the preferred shares and accretion related to redeemable non-controlling interest, if any, by the weighted average number of Class A and Class B ordinary and dilutive ordinary equivalent shares outstanding during the year. Ordinary equivalent shares consist of shares issuable upon the conversion of the preferred shares and convertible note, exercise of the warrant using the if-converted method, unvested restricted shares and Class A ordinary shares issuable upon the exercise of outstanding share option (using the treasury stock method). Ordinary equivalent shares are not included in the denominator of the diluted net income (loss) per share calculation when inclusion of such shares would be anti-dilutive.

(kk) Statutory Reserves

The Group's subsidiaries, VIEs and VIEs' subsidiaries established in the PRC are required to make appropriations to certain non-distributable reserve funds.

In accordance with the laws applicable to the Foreign Investment Enterprises established in the PRC, the Group's subsidiaries registered as wholly foreign owned enterprise have to make appropriations from their after-tax profits (as determined under generally accepted accounting principles in the PRC ("PRC GAAP")) to non-distributable reserve funds including general reserve fund, enterprise expansion fund and staff bonus and welfare fund. The appropriation to the general reserve fund must be at least 10% of the after-tax profits calculated in accordance with PRC GAAP. Appropriation is not required if the general reserve fund has reached 50% of the registered capital of the company. Appropriations to the enterprise expansion fund and staff bonus and welfare fund are made at the respective company's discretion.

In addition, in accordance with the PRC Company Laws, the Group's VIE and VIE's subsidiaries, registered as Chinese domestic companies, must make appropriations from their after-tax profits as determined under the PRC GAAP to non-distributable reserve funds including statutory surplus fund and discretionary surplus fund. The appropriation to the statutory surplus fund must be 10% of the after-tax profits as determined under PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the company. Appropriation to the discretionary surplus fund is made at the discretion of the company.

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2. Summary of Significant Accounting Policies (Continued)

The general reserve fund, enterprise expansion fund, statutory surplus fund and discretionary surplus fund are restricted for use. They may only be applied to offset losses or increase the registered capital of the respective company. The staff bonus and welfare fund is liability in nature and is restricted to make payment of special bonuses to employees and for the collective welfare of employees. None of these reserves is allowed to be transferred to the Company by way of cash dividends, loans or advances, nor can they be distributed except under liquidation.

For the years ended December 31, 2019, 2020 and 2021, appropriations of RMB908, RMB1,394 and RMB5,877, respectively, were made to the statutory reserve by the Group's wholly foreign owned PRC subsidiaries, VIEs and VIEs' subsidiaries.

(II) Segment Reporting

The Group's chief operating decision maker has been identified as the Chief Executive Officer, who reviews consolidated results when making decisions about allocating resources and assessing performance of the Group. For the purpose of internal reporting and management's operation review, the Company's Chief Executive Officer and management personnel do not segregate the Company's business by product or service lines. All product and service categories are viewed as in one and the only operating segment.

(mm) Related parties

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence. Related parties may be individual or corporation entities.

(nn) Commitments and Contingencies

In the normal course of business, the Group is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, government investigations, shareholder lawsuits, and non-income tax matters. An accrual for a loss contingency is recognized when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. If a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, is disclosed.

(oo) Recently issued Accounting Pronouncements

In May 2021, the FASB issued ASU No. 2021-04, Earnings Per Share (Topic 260), Debt – Modifications and Extinguishments (Subtopic 470-50), Compensation – Stock Compensation (Topic 718), and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40). The amendments in this update are effective for all entities for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. The Group is currently evaluating the impact of these accounting standard updates on its consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which clarifies that an acquirer of a business should recognize and measure contract assets and contract liabilities in a business combination in accordance with Topic 606, Revenue from Contracts with Customers. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The amendments should be applied prospectively to business combinations occurring on or after the effective date of the amendments, with early adoption permitted. The Group is currently evaluating the impact of these accounting standard updates on its consolidated financial statements.

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3. Concentration and Risk

Concentration of customers and suppliers

There are no customers or suppliers from whom revenue or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group for the years ended December 31, 2019, 2020 and 2021.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash and accounts receivable. As of December 31, 2021, substantial all of the Group's cash, cash equivalents and restricted cash were held by reputable financial institutions, of which RMB168,492 (as of December 31, 2020: RMB700,530) were located in the PRC and RMB2,292 (as of December 31, 2020: RMB21,593) were located in Hong Kong which management believes are of high credit quality and financially sound based on public available information.

The majority of the customers are required to pay in full before or upon taking delivery of the merchandise either through the online payment processing financial institutions, companies or the Group's appointed cash collection delivery companies. To a lesser extent, a portion of the customers pay by installments within a period from 3 to 12 months. Accounts receivable are receivables from the customers. The risk with respect to accounts receivable is mitigated by credit evaluations the Group performs on these collection agents and customers and its ongoing monitoring process of their outstanding balances. Although accounts receivable are generally unsecured, the Group considers the credit risk of accounts receivable is low.

Currency risk

The Group's operational transactions and its assets and liabilities are primarily denominated in RMB, which is not freely convertible into foreign currencies. The Group's cash and cash equivalents denominated in RMB are subject to such government controls and amounted to RMB612,888 and RMB168,163 as of December 31, 2020 and 2021, respectively. The value of the RMB is subject to changes in the central government policies and international economic and political developments that affect the supply and demand of RMB in the foreign exchange market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the People's Bank of China (the "PBOC"). Remittances from China in currencies other than RMB by the Group must be processed through the PBOC or other China foreign exchange regulatory bodies which require certain supporting documentation in order to effect the remittance.

Interest rate risk

The Group's short-term borrowings and current portion of long-term borrowings and long-term borrowing bear interests at fixed rates. If the Group were to renew these loans, the Group might be subject to interest rate risk.

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4. Fair Value Measurement

Fair value is the price that would be received from the sale of an asset or paid to transfer a liability assuming an orderly transaction in the most advantageous market at the measurement date. U.S. GAAP establishes a hierarchical disclosure framework which prioritizes and ranks the level of observability of inputs used in measuring fair value.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

As of December 31, 2020 and 2021, no assets and liabilities measured at fair value on a recurring basis.

Put option and contingent consideration were measured at fair value using unobservable inputs and categorized in Level 3 of the fair value hierarchy. The put option represents the put option granted by the selling shareholder of Sasseur, a Singapore listed company associated with the Company's investment in the equity security of the Singapore listed company in 2018. The fair value of the financial instrument is included in the prepayments and other current assets in the Company's consolidated balance sheets. Pursuant to the put option agreement, the Company has the right to request the grantor to repurchase all of the Company's equity investments of this Singapore listed company (see Note 6) at the original purchase price, plus annualized interest of 7.5%. The put option is measured at fair value. On April 17, 2019, the Company exercised the put option and the realized gain was RMB633 in 2019.

The contingent consideration liabilities for the acquisition of Wang Pok Timepieces Limited ("Wang Pok") and E-GO FASHION (Hong Kong) ("E-GO") (see Note 5) are classified within Level 3 as the fair values are measured based on the inputs linked to the achievement of the performance targets that are unobservable in the market.

The following table provides additional information about the reconciliation of the fair value measurements of assets and liabilities using significant unobservable inputs (level 3).

	<u>Put option</u>	<u>Contingent consideration</u>
Balance as of January 1, 2019	7,898	(15,869)
Initial recognition	—	(697)
Payment during the year	—	1,344
Total gains/(losses) for the period included in earnings	633	(2,510)
Exercised during the year	(8,531)	—
Foreign currency translation	—	28
Balance as of December 31, 2019	—	(17,704)
Payment during the year	—	4,043
Total gain for the period included in earnings	—	938
Waived on disposal of subsidiaries (Note 17)	—	12,445
Foreign currency translation	—	278
Balance as of December 31, 2020 and 2021	—	—

The put option was valued as of December 31, 2018 using the Black-Scholes pricing model at the reporting date. The calculation was based on the exercise price, annual risk-free rate of 5.25%, dividend yield of 0% and volatility of 41.0%.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company measures its property and equipment, intangible assets, goodwill and investment in equity investees at fair value on a non-recurring basis whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. No such impairment was recognized for the years ended December 31, 2019, 2020 and 2021.

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5. Business Acquisition

In October 2018, The Company entered into a share purchase agreement to acquire 51% equity interest of Wang Pok Timepieces Limited (“Wang Pok”). The total consideration is HKD25,500 (equivalent to RMB22,636). Wang Pok engages in trading of watches and accessories. The consideration will be payable by the installments as: (i) first payment totaling HKD2,550 (equivalent to RMB2,264) upon the closing of acquisition; (ii) 3-year installments up to HKD22,950 (equivalent to RMB20,372), which are subject to achievement of future financial performance targets of the Wang Pok indicated in the share purchase agreement. As of acquisition date, the total fair value of the considerations for this acquisition amounted to RMB18,238, of which RMB2,264 was paid in 2018. The Company paid RMB1,344 and RMB4,043 acquisition cost in 2019 and 2020, respectively. On October 01, 2020, the Company sold 51% equity interest of Wang Pok back to the minority shareholder with nil cash consideration. Concurrently, the contingent consideration has been waived at the disposal date (Note 17).

In March 2019, the Company acquired 51% equity interest of E-GO FASHION (Hong Kong) (“E-GO”), which was engaged in luxury wholesales and supply chain. The total maximum consideration is HKD18,889 (equivalent to RMB16,099). The consideration will be payable by the installments as: (i) first payment totaling HKD2,365 (equivalent to RMB2,016) upon the closing of acquisition; (ii) 3-year installments up to HKD16,524 (equivalent to RMB14,083), which are subject to achievement of future financial performance targets of E-GO indicated in the share purchase agreement. As of acquisition date, the total fair value of the considerations for this acquisition amounted to HKD3,183 (equivalent to RMB2,713), of which HKD2,365 (equivalent to RMB2,016) were paid in 2018. On July 01, 2020, the Company sold 51% equity interest of E-GO back to the minority shareholder with cash consideration as HKD2,346 (equivalent to RMB2,143). Concurrently, the contingent consideration has been waived at the disposal date (Note 17).

All the acquisitions were using the acquisition method of accounting. Accordingly, the acquired assets and liabilities acquired were recorded at their fair value at the date of acquisition. The purchase price allocation was based on a valuation analysis that utilized and considered generally accepted valuation methodologies such as the income, market and cost approach. The Group engaged a third-party valuation firm to assist with the valuation of assets acquired and liabilities assumed in this business combination. The determination and allocation of fair values to the identifiable assets acquired, liabilities assumed and non-controlling 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. The Company 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 the Wang Pok and E-GO acquisition, the Company re-measured the estimated fair values of the contingent consideration at each reporting date. For the years ended December 31, 2019, 2020 and 2021, the Company recorded loss of RMB2,510, gain of RMB938 and nil respectively in fair value change of financial instruments in the Company’s consolidated statements of comprehensive income (loss) as a result of the Company’s re-measurement of the estimated fair value of the contingent consideration at the reporting date.

The excess of the total cash consideration, fair value of contingent consideration plus the fair value of non-controlling interest over the fair value of the net identifiable assets acquired was recorded as goodwill which is not amortized and not tax deductible. The Group recorded RMB20,413 and RMB2,825 of goodwill from Wang Pok and E-GO business acquisitions, respectively. Goodwill resulted from the above acquisitions was assigned to one single reporting unit. The goodwill has been waived at the disposal date.

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6. Investments

Investment securities

In March 2018, the Company subscribed for 8,000,000 of the ordinary shares of Sasseur and a put option (See Note 4) for a total consideration of approximately USD5,000 (equivalent to RMB31,393) upon its initial public offering. The related unrealized loss recognized in 2018 was RMB511 and was included in change in fair value of financial instruments in the consolidated statements of comprehensive income (loss). In March 2019, the Company sold all shares of the Singapore listed company and realized gain of RMB231 was recognized in 2019.

In August 2019, the Company invested in 9F Inc. with a total consideration of USD333 (equivalent to RMB2,375). As of December 31, 2019, the accumulated unrealized loss related to the investment in 9F Inc. was RMB57 and was included in change in fair value of financial instruments in the consolidated statements of comprehensive income (loss). In December 2020, the Company sold the investment in 9F Inc and realized loss of RMB132 and was included in “Others” in the consolidated statements of comprehensive income (loss) for the year ended December 31, 2020.

Investments in equity investees

Equity Method Investments

The Group has significant influence over these equity investments but does not own a majority equity interest or otherwise control and therefore accounted for these investments under equity method. As of December 31, 2020 and 2021, the Group’s investments accounted for under the equity method totaled RMB5,057 and RMB2,187, respectively.

For the year end December 31, 2021, the Group recognized its share of loss of equity method investments in the amount of RMB70 (2019 and 2020: share of loss of RMB762 and RMB119, respectively). No impairment was recorded for the years ended December 31, 2019, 2020 and 2021.

On April 26, 2019, the Company acquired 20% equity interest in Zhongfu for a cash consideration of RMB12,000. Investment in Zhongfu is accounted for using the equity method as the Group obtained significant influence by the right to nominate one board member out of five. In January 2020, the Group disposed 20% of its investment for cash consideration of RMB12,000. As the carrying amount of the investment was reduced to RMB10,921 from subsequent recognition of the Group’s share Zhongfu’s losses, the Group recognized a gain on disposal of RMB1,079 in “Others” in the consolidated statement of comprehensive income (loss) for the year ended December 31, 2020.

Equity securities without readily determinable fair values

The Group does not have significant influence over these equity investments which do not have readily determinable market value. These investments were accounted as cost method investments prior to adopting ASU 2016-01, *Financial Instruments-Overall (Subtopic 825-10), Recognition and Measurement of Financial Assets and Liabilities* (“ASU 2016-01”). After adoption of ASU 2016-01 on January 1, 2018, the Group accounted for these investments using the Measurement Alternative. As of December 31, 2020 and 2021, the carrying amount of the Group’s equity investments using the Measurement Alternative was RMB52,132 and RMB26,290, respectively.

Investment in Spring Place One, Ltd. (“Spring Place”)

In January 2019, the Group entered into an agreement with Spring Place to acquire 44,115 common stock, which represented 1.37% equity interest of the investee, in exchange for a cash consideration of USD2,500 (equivalent to RMB17,187). The investment was classified as equity securities without readily determinable fair values. There is no orderly transaction for an identical or a similar investment in Spring Place for the year ended December 31, 2020 and 2021. As of December 31, 2020 and 2021, the carrying amount of investment in Spring Place was RMB16,312 and RMB15,940, respectively. No impairment on the investment was recognized for the year ended December 31, 2019, 2020 and 2021.

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6. Investments (Continued)Investment in Yichun Guangyao Technology Co., Ltd. (“Guangyao”)

In April 2018, the Group entered into an agreement to set up an entity, Guangyao, which is incorporated in PRC. The Group was entitled to 19% of the outstanding ordinary shares of Guangyao, for a total consideration was RMB9,500. The consideration was paid to Guangyao in 2019. The investment was classified as equity securities without readily determinable fair values, as the Company does not have significant influence over Guangyao and because there is no readily determinable fair value. There is no orderly transaction for an identical or a similar investment in Guangyao for the year ended December 31, 2019, 2020 and 2021. No impairment on the investment was recognized for the year ended December 31, 2019, 2020 and 2021.

Investment in Trytry Global Inc. (“Trytry”)

In 2017, the Group entered into a share purchase agreement to acquire 20,000,000 Series Seed preferred shares of Trytry, in exchange for a cash consideration of RMB2,000. The consideration was paid to Trytry in 2019. In November 2018 and July 2019, Trytry entered into two new financing agreements with new investors and the Group. The Group subscribed for 711,462 Series A2 preferred shares issued by Trytry for a cash consideration of USD300 (equivalent to RMB2,093). After the new financing, the Group’s equity shares in Trytry was 14.56%. Since the investments in both Series Seed preferred shares and Series A2 preferred shares are not in-substance common stock and the Group does not have significant influence over Trytry, the investments were accounted as equity securities without readily determinable fair values. The new round of financing provided the observable price for the Group’s investment in Series Seed preferred shares and the Group engaged a third party appraiser to evaluate this investment in Series Seed preferred shares’s carrying amount based on the observable price, and recognized a gain of RMB22,363 from the change in fair value in 2019. In year 2021, the Group fully impaired its investment in Trytry. As of December 31, 2020 and 2021, the carrying amount of investment in Trytry at cost adjusted for observable price changes was RMB26,320 and nil, respectively.

7. Accounts Receivable, net

Accounts receivable, net consist of the following:

	As of December 31,	
	2020	2021
	RMB	RMB
Accounts receivable	108,246	26,088
Allowance for doubtful accounts	(9,018)	(15,606)
Accounts receivable, net	<u>99,228</u>	<u>10,482</u>

The movement of the allowance for doubtful accounts is as follows:

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Balance at the beginning of the year	—	7,598	9,018
Charged for the year	7,598	1,420	6,588
Balance at the end of the year	<u>7,598</u>	<u>9,018</u>	<u>15,606</u>

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8. Inventories

	As of December 31,	
	2020	2021
	RMB	RMB
Inventories	3,383,455	3,558,755
Inventory write-downs	(93,651)	(563,295)
Inventories, net	3,289,804	2,995,460

As of December 31, 2020 and 2021, inventories represented products, of which amounting to RMB260,677 and nil, were pledged to a domestic bank for bank loans (see Note 12). As of December 31, 2021, RMB38,461 of inventories were pledged to a third party.

9. Prepayments and Other Current Assets, net

	As of December 31,	
	2020	2021
	RMB	RMB
Receivable from third-party payment platforms	452,927	618,476
Deposits	17,029	62,638
Prepaid expenses	12,796	10,605
Staff advances	2,339	1,773
Receivable from travel agencies	7,898	4,117
Others*	53,815	21,008
Prepayments and Other Current Assets	546,804	718,617
Allowance for doubtful accounts	(53,877)	(118,201)
Prepayments and Other Current Assets, net	492,927	600,416

* Others primarily represent receivable from disposal of a subsidiary, receivable from distributors, deductible input VAT and interest receivable.

The movement of the allowance for doubtful accounts is as follows:

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Beginning balance prior to ASC 326	—	1,133	—
Impact of adoption to ASC 326	—	7,757	—
Beginning balance	—	8,890	53,877
Additions charged to bad debt expense	1,133	82,167	64,324
Write-offs	—	(37,180)	— *
Balance at the end of the year	1,133	53,877	118,201

* Write-offs primarily represent long-aged travel-related receivables, which management believes that it is more likely than not that those receivables will not be collectible in the foreseeable future.

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10. Property and Equipment, net

	As of December 31,	
	2020	2021
	RMB	RMB
Electronic equipment	52,597	50,954
Software	37,763	38,972
Transportation equipment	4,241	4,237
Office equipment	8,021	7,267
Leasehold improvements	61,938	39,001
Total Property and Equipment	164,560	140,431
Accumulated depreciation	(91,533)	(99,112)
Total Property and Equipment, net	73,027	41,319

No impairment charges were recognized on fixed assets for the years ended December 31, 2019, 2020 and 2021, respectively.

Depreciation expenses were RMB23,306 , RMB23,178 and RMB24,500 for the years ended December 31, 2019, 2020 and 2021, respectively.

As of December 31, 2020 and 2021, property and equipment amounting to RMB8,090 and nil, respectively, were pledged to a domestic bank for bank loans (see Note 12).

11. Other Non-current Assets

	As of December 31,	
	2020	2021
	RMB	RMB
Rental and other deposits	8,845	1,678
Prepaid expenses	1,373	528
Prepaid land use right	—	6,300
Others	599	—
Other Non-current Assets	10,817	8,506

12. Short-term Borrowings and Current Portion of Long-term Borrowings

	As of December 31,	
	2020	2021
	RMB	RMB
Bank loans	146,000	8,441
Other borrowings	29,500	24,500
Current portion of long-term borrowings (Note 13)	15,789	—
	191,289	32,941

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12. Short-term Borrowings and Current Portion of Long-term Borrowings (Continued)

In August 2018, a subsidiary of Company entered into an amendment to the facility agreement with SPD Silicon Valley Bank Co., (“SPD”). Pursuant to the amendment, the facility in the amount of RMB50,000 was with an interest rate of 7.35% per annum and matured in May 2019. In May 2019, the subsidiary repaid RMB50,000 under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in August 2019. In August 2019, the subsidiary repaid RMB50,000 under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in August 2020. In August 2020, the subsidiary repaid RMB50,000 under this facility, and concurrently entered into an amended facility agreement with SPD with maturity in May 2021 with an interest rate of 7.20%. In May 2021, the subsidiary repaid RMB50,000 under this facility. In addition, RMB260,677, RMB260,677 and nil of inventories and RMB11,366, RMB8,090 and nil of equipment were pledged to SPD as collaterals as of December 31, 2019, 2020, and 2021, respectively. A guarantee was provided by the Company’s wholly-owned subsidiary in Hong Kong S.A.R. and the Company. Both of the original facility and amended facility agreements contain certain financial covenants. As of December 31, 2020 and 2021, the Group met the financial covenants. As of December 31, 2020 and 2021, the outstanding balances of the short-term under the facilities were RMB50,000 and nil, respectively.

During 2019, the subsidiary entered into four agreements with the third-party non-financial institution that permits the subsidiary to borrow short-term borrowings at the interest rate of 10%. The subsidiary received RMB100,000 and RMB118,000 in June 2019 and September 2019, with accounts receivable of RMB84,610 and RMB85,630 pledged to the third party as collaterals, respectively. The subsidiary repaid these borrowings in July 2019 and October 2019, respectively. No balance is outstanding as of December 31, 2019.

In December 2019, a subsidiary of the Group entered into a short-term borrowing agreement with a third-party non-financial institution and borrowed RMB29,500 with an interest rate of 9.5% per annum, a maturing term of six months. During 2020, the subsidiary repaid RMB15,000 under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB29,500 and RMB14,500, respectively.

In December 2019, a subsidiary of the Group entered into a loan agreement with Shanghai Pudong Development Bank Co., Ltd. and borrowed RMB80,000 with an interest rate of 3.92% per annum, a maturing term of one year. In December 2020, the subsidiary repaid RMB80,000 under this loan agreement, and concurrently renewed the loan agreement and borrowed RMB76,000. The loan had a maturity term of one year with interest rate of 3.8% per annum. In November 2021, the subsidiary repaid RMB76,000 under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB76,000 and nil, respectively. As of December 31, 2020 and 2021, a restricted cash deposit of RMB84,824 and nil were deposited to the bank for this borrowing, respectively.

During 2020, a subsidiary of the Group entered two one-year borrowing agreements with Shanghai Pudong Development Bank Co., Ltd at the interest rates from 3.92% to 4.35%. The subsidiary received RMB10,000 in October 2020 and RMB10,000 in December 2020. A guarantee was provided by Beijing Secoo. In October 2021 and December 2021, the subsidiary repaid RMB10,000 and RMB 1,559 under this loan agreement. As of December 31, 2020 and 2021, the outstanding balances of the short-term borrowing were RMB20,000 and RMB8,441, respectively.

In September 2021, a subsidiary of the Group entered into a short-term borrowing agreement with a third-party non-financial institution and borrowed RMB10,000 with an interest rate of zero, a maturing term of one month. As of December 31, 2021, the outstanding balance of the short-term borrowing was RMB10,000.

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13. Long-term Borrowings, Excluding Current Portion

	<u>As of December 31,</u>	
	<u>2020</u>	<u>2021</u>
	<u>RMB</u>	<u>RMB</u>
Convertible note	1,128,004	—
Other long-term borrowing	—	1,348,046
Long-term loans	15,789	—
Less: current portion (Note 12)	(15,789)	—
	<u>1,128,004</u>	<u>1,348,046</u>

Convertible note

The principal amount and unamortized discount/premium and debt issuance costs as of December 31, 2020 and 2021 were as follows:

	<u>As of December 31,</u>	
	<u>2020</u>	<u>2021</u>
	<u>RMB</u>	<u>RMB</u>
Principal amount	1,141,858	—
Unamortized debt discount and issuance costs	(13,854)	—
	<u>1,128,004</u>	<u>—</u>

On August 8, 2018, the Company signed the convertible note and warrant subscription agreement (the “Agreement”) with Great World Lux Pte. Ltd (the “Holder”), pursuant to which the Company issued US\$175,000 (equivalent to RMB1,195,478) convertible note (the “Original Note”) and warrant to Great World Lux Pte. Ltd on August 8, 2018.

The Original Note bears interest of 4% per annum, payable annually, and will mature on August 8, 2021 (the “Original Maturity Date”) unless redeemed, repurchased or converted prior to such date.

The Original Note is convertible at the option of the Holder at any time during the conversion period, which is defined as the period starting from the first anniversary of the issue date to the Original Maturity Date. The conversion rate of the Original Note is US\$26 per Class A shares, representing an initial conversion rate of 38.46 Class A Shares per US\$1,000 principal amount of the Original Note, subject to the adjustments as described in the agreement.

The Holder may require the Company to repurchase all or portion of the Original Notes for cash on August 8, 2021, or upon a fundamental change (the “contingent put option upon fundamental change”), at a repurchase price equal to 1) the outstanding principal amount, plus 2) accrued and unpaid interest, and plus 3) an additional amount that shall, provide the Holder an internal rate of return of 8%. Additionally, pursuant to the agreement, if the EBITDA (as defined in the agreement) of the Company for the financial year ended on December 31, 2018, as determined based on the audited consolidated financial statements of the Company, is lower than US\$40,000, the Holder have the right to require the Company to repurchase all or portion of the Notes for cash at a repurchase price to provide the Holder an internal rate of return of 12% (the “contingent put option upon performance failure”). As of December 31, 2018, the Company’s EBITDA (as defined in the agreement) exceeded the US\$40 million requirement. There was no requirement of EBITDA (as defined in the agreement) for the years ended December 31, 2019, 2020 and 2021.

Pursuant to the Agreement, the Holder of the warrant is entitled to purchase from the Company 500,000 ADS at an exercise price of US\$18 per ADS.

In July 2017, the FASB issued ASU 2017-11, Earnings Per Share (Topic 260), Distinguishing Liabilities from Equity (Topic 480), Derivatives and Hedging (Topic 815). This ASU is effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. Early adoption is permitted. The Company has early adopted ASU 2017-11, Accounting for Certain Financial Instruments with Down Round Features. ASU 2017-11 no longer requires the Company to consider down round features when determining whether its warrant and embedded conversion option is indexed to its own stock.

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13. Long-term Borrowings, Excluding Current Portion (Continued)

The Company assessed the accounting on the convertible Note and the warrant under ASC 815 *Derivatives and Hedging* and concluded that:

- The warrant is freestanding financial instrument as it is legally detachable and separately exercisable. Further, the warrant is indexed to the Company's own stock, and can only be settled by the physical delivery of shares, and no conditions exist in which net cash settlement could be forced upon the Company by August 8, 2021 in any other circumstances, therefore the warrant is equity classified; The embedded contingent put option upon fundamental change is clearly and closely related to the debt host contract and does not need to be separately account for.
- The embedded contingent put option upon performance failure is not clearly and closely related to the debt host contract and needs to be separately accounted for.
- The embedded conversion feature is indexed to the Company's own stock, and can only be settled by the physical delivery of shares, and no conditions exist in which net cash settlement could be forced upon the Company by August 8, 2021 in any other circumstances, therefore the conversion feature does not need to be separately accounted for.

The proceeds of US\$175,000 (equivalent to RMB1,195,478), net of issuance cost of US\$300 (equivalent to RMB1,833), was allocated to the Original Note and the warrant based on the relative fair value as of August 8, 2018. Accordingly, the Company recorded the warrant of US\$1,201 (RMB8,208). The Company considered that the possibility of performance failure is zero, therefore the fair value of the contingent put option upon the performance failure was nil on August 8, 2018. The Company measured the effective conversion price of the Original Note using the Original Note's carrying value on August 8, 2018, and compared to the fair value of the Company's common stock on that date. As the effective conversion price of the convertible note of US\$25.82 is below the fair value of the Company's common stock of US\$26.78, the Company recognized a beneficial conversion feature of US\$6,451 (RMB44,072).

The issuance cost is amortized as interest expense using the effective interest rate method through the maturity date of the Original Note. As of December 31, 2019 and 2020, the principal amount was US\$175,000 (equivalent to RMB1,220,835) and US\$175,000 (equivalent to RMB1,141,858), respectively, unamortized debt discount and issuance cost was US\$5,101 (equivalent to RMB35,586) and US\$2,123 (equivalent to RMB13,854), respectively, and net carrying amount was US\$169,899 (equivalent to RMB1,185,249) and US\$172,877 (equivalent to RMB1,128,004), respectively. The effective interest rate was 9.45% for the Original Note. For the year ended December 31, 2019, 2020 and 2021, the Company recognized interest expenses related to the Original Note of RMB111,032, RMB117,149 and RMB79,271, respectively.

Restructuring of Convertible Note

The Original Note matured on August 8, 2021 without any redemption, repurchase or conversion.

On March 4, 2022, the Company and Great World entered into a refinancing agreement. Pursuant to the refinancing agreement, the Company and Great World have agreed to refinance the Original Note. On April 19, 2022, the Company issued the two-year guaranteed secured note to Great World with the principal amount of US\$217,739 (equivalent to RMB1,387,563), or the New Note, to replace the Original Note. Also on April 19, 2022, each of the Company's subsidiaries signed a guarantee agreement and a subordination agreement to secure the Company's obligations under the New Note.

The Company and the Holder of the Original Note agreed that from the date the Original Note matured through the effective date of the New Notes, interest should be accrued at an effective interest rate of 10% per annum, compounded monthly on the basis of a 360-day year based on the principal of US\$203,213. The Company accrued interest expenses of US\$8,222 (RMB52,423) from August 9, 2021 through December 31, 2021 the balance of US\$211,538 (equivalent to RMB1,348,046) were recognized as other long-term borrowing in the balance sheet.

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13. Long-term Borrowings, Excluding Current Portion (Continued)**Long term loans**

A subsidiary of the Group entered into an agreement with SPD for a long-term line of credit of RMB20,000 with a monthly payment from August 2017 to May 2019 at an interest rate of 6.75%. During 2017, 2018 and 2019, RMB4,611, RMB11,065 and RMB4,324 were repaid, respectively. In September 2019, the subsidiary drew down RMB30,000 with an interest rate of 7.25% per annum, a maturing term of two years. During 2020 and 2021, RMB14,211 and RMB15,789 were repaid. As of December 31, 2020 and 2021, the subsidiary met the financial covenants. As of December 31, 2020 and 2021, the outstanding balances of RMB15,789 and nil were included in short-term borrowings and current portion of long-term borrowings in the consolidated balance sheets.

As of December 31, 2021, the future principal payments for the Group's long-term borrowings, including long-term loans and other long-term borrowing will be due according to the following payment schedule:

	<u>Principal amounts</u>
	<u>RMB</u>
2022	—
2023	—
2024	1,348,046
Total	<u>1,348,046</u>

14. Accrued Expenses and Other Current Liabilities

		<u>As of December 31,</u>	
		<u>2020</u>	<u>2021</u>
		<u>RMB</u>	<u>RMB</u>
Interest payable	(i)	21,053	4,599
Payables to merchants		511,370	428,238
Accrual for salary, bonus and employee benefits		22,211	26,256
Advertising fees payable		19,216	7,122
Accrued expenses		22,008	23,970
Deposits from merchants		50,256	53,373
Other tax payable		95,322	73,029
Others		929	6,888
Accrued Expenses and Other Current Liabilities		<u>742,365</u>	<u>623,475</u>

(i) The balance mainly includes the current portion of interest payable of convertible note (see Note 13).

15. Lease

The Group has operating leases mainly for offices, offline experience centers, customer service centers and logistics centers. The Group adopted ASC 842 effective January 1, 2019. ASC 842 requires lessees to recognize right-of-use assets and lease liabilities on the balance sheet. The Group has applied practical expedient to not recognize short-term leases with lease terms of one year or less on the balance sheet.

Operating lease cost for the years ended December 31, 2019, 2020 and 2021 was RMB42,315, RMB56,841 and RMB47,005, respectively, which excluded cost of short-term contracts. Short-term lease costs for the years ended December 31, 2019, 2020 and 2021 were RMB17,629, RMB6,916 and RMB3,327, respectively.

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15. Lease (Continued)

A summary of supplemental information related to operating leases as of December 31, 2020 and 2021 is as follows:

	As of December 31,	
	2020 RMB	2021 RMB
Operating lease ROU assets	105,938	20,809
Operating lease liabilities-current	40,204	13,721
Operating lease liabilities-non-current	70,427	7,946
Total operating lease liabilities	110,631	21,667
Weighted average remaining lease term	2.91	1.97
Weighted average discount rate	11.5 %	9.3 %

	For the year ended December 31,	
	2020 RMB	2021 RMB
Operating cash flows for operating leases	56,841	51,933
ROU assets obtained in exchange for new operating lease liabilities	6,274	3,565

A summary of maturity of operating lease liabilities under the Group's non-cancellable operating leases as of December 31, 2021 is as follows:

	As of December 31, 2021 RMB
2022	15,427
2023	4,924
2024	2,849
2025	763
Total lease payments	23,963
Less: interest	(2,296)
Present value of operating lease liabilities	21,667

As of December 31, 2021, the Group has no significant lease contract that has been entered into but not yet commenced.

16. Income Tax

a) Income tax

Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gain. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's Hong Kong subsidiary is subject to Hong Kong profits tax at the rate of 16.5% on its taxable income generated from the operations in Hong Kong. A two-tiered profits tax rates regime was introduced since year 2018 where the first HK\$2,000 of assessable profits earned by a company will be taxed at half of the current tax rate (8.25%) whilst the remaining profits will continue to be taxed at 16.5%. There is an anti-fragmentation measure where each group will have to nominate only one company in the group to benefit from the progressive rates. Payments of dividends by the Hong Kong subsidiary to the Company is not subject to withholding tax in Hong Kong.

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16. Income Tax (Continued)*PRC*

The Group's PRC subsidiaries, VIEs and VIEs' subsidiaries are subject to the PRC Corporate Income Tax Law ("CIT Law") and are taxed at the statutory income tax rate of 25%. In accordance with the implementation rules of EIT Law, and a qualified "High and New Technology Enterprise" ("HNTE") is eligible for a preferential tax rate of 15% with HNTE certificate effective for a period of three years. An entity must file required supporting documents with the tax authority and ensure fulfillment of the relevant HNTE criteria before using the preferential rate. An entity could re-apply for the HNTE certificate when the prior certificate expires.

One of the Group's PRC subsidiaries, kutianxia, is qualified HNTE in 2020 and enjoys a reduced tax rate of 15%, which will expire in 2023. The other PRC subsidiaries and consolidated VIEs and VIE's subsidiaries are subject to the 25% EIT rate.

Italy

Under the current laws of Italy, the Group's Italy subsidiary is subject to Italy profits tax at the rate of 22% and local tax at the rate of 2%.

The CIT Law also provides that an enterprise established under the laws of a foreign country or region but whose "de facto management body" is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the CIT Law define the location of the "de facto management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, property, etc., of a non-PRC company is located." Based on a review of surrounding facts and circumstances, the Group does not believe that it is likely that its operations outside the PRC should be considered a resident enterprise for PRC tax purposes.

The components of income (loss) before income taxes are as follows:

	For the year ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Cayman Islands	(75,926)	(29,736)	(119,601)
Hong Kong	68,578	(47,456)	5,633
PRC, excluding Hong Kong	179,803	1,930	(618,406)
Italy	20,012	(7,104)	(1,268)
Others	630	1,552	(1,173)
	193,097	(80,814)	(734,815)

The EIT Law and its relevant regulations impose a withholding tax at 10%, unless reduced by a tax treaty or agreement, for dividends distributed by a PRC-resident enterprise to its immediate holding company outside the PRC for earnings generated beginning January 1, 2008. Undistributed earnings generated prior to January 1, 2008 are exempt from withholding tax. As of December 31, 2021, the Company has not provided deferred tax liability on undistributed earnings of RMB85,645 generated by its PRC consolidated entities, as the Company plans to reinvest these earnings indefinitely in the PRC. The unrecognized deferred tax liability related to these earnings was RMB8,565.

The current and deferred portions of income tax expenses included in the consolidated statements of comprehensive income (loss), which were attributable to the Group, are as follows:

	For the Year Ended December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Current tax expenses	87,197	9,073	1,293
Deferred tax benefits	(55,771)	(2,470)	(170,376)
Income tax expenses (benefits)	31,426	6,603	(169,083)

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16. Income Tax (continued)

Reconciliation of the differences between PRC statutory income tax rate and the Group's effective income tax rate for the years ended December 31, 2019, 2020 and 2021 are as follows:

	For the Year Ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Statutory income tax rate	25 %	25 %	25 %
Increase (decrease) in effective income tax rate resulting from			
Entities not subject to income tax	9.83 %	(12.32)%	(4.07)%
Effect of PRC preferential tax rates and tax holiday	—	(18.79)%	1.24 %
Tax rate differential	(2.83)%	2.21 %	0.05 %
Share-based compensation	1.11 %	(2.19)%	(0.06)%
Non-deductible expense without tax invoice	2.08 %	(1.09)%	(0.01)%
R&D surplus deduction	(5.41)%	7.97 %	0.93 %
Change in valuation allowance	(8.38)%	(11.89)%	(1.72)%
Others	(5.12)%	2.93 %	1.65 %
Effective income tax rate	16.28 %	(8.17)%	23.01 %

b) Deferred tax assets and liability

	As of December 31,	
	2020 RMB	2021 RMB
Deferred tax assets		
Inventory write-downs	23,040	140,332
Net operating loss carry forwards	53,115	91,042
Advertisement expenses	1,362	709
Allowance for doubtful accounts	14,983	32,373
Lease liability	26,226	5,064
Valuation allowance	(9,604)	(22,245)
Total deferred tax assets, net	109,122	247,275
Deferred tax liabilities		
Right of use assets	26,226	5,064
Total deferred tax liabilities	26,226	5,064
Net deferred tax assets	82,896	242,211
Net deferred tax liabilities	—	—

In assessing the recoverability of its deferred tax assets, the Group considers whether some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Group considers the cumulative earnings and projected future taxable income in making this assessment. Recovery of substantially all of the Group's deferred tax assets is dependent upon the generation of future income, exclusive of reversing taxable temporary differences.

As of December 31, 2019, nil valuation allowance was provided for the Group and some subsidiaries. As of December 31, 2020 and 2021, the valuation allowance of RMB9,604 and RMB22,245 were primarily provided for the deferred income tax assets of a certain subsidiary, which was not estimated to generate enough future taxable income to utilize its some portion or all of the benefits of the deferred tax assets.

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

16. Income Tax (Continued)

As of December 31, 2021, the Group had net operating loss carry forwards of approximately RMB7,309 attributable to the Hong Kong subsidiary, RMB521,545 attributable to the PRC subsidiaries, VIEs and VIEs' subsidiaries and RMB12,697 attributable to other subsidiaries. The tax losses in the PRC can be carried forward for five years to offset future taxable income and the period was extended to ten years for entities qualified as HNTE in 2020 and thereafter. The tax losses in Hong Kong and Singapore can be carried forward without an expiration date.

The changes in valuation allowance for the years ended December 31, 2019, 2020 and 2021 are as follows:

	For the Year Ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Balance at the beginning of the year	19,851	—	9,604
Additions	—	9,604	12,641
Reversals	(19,851)	—	—
Balance at the end of the year	—	9,604	22,245

According to the PRC Tax Administration and Collection Law, the statute of limitation is three years if the underpayment of taxes is due to computational errors made by the taxpayer or the withholding agent. The statute of limitation is extended to five years under special circumstances where the underpayment of taxes is more than RMB100. In the case of transfer pricing issues, the statute of limitation is 10 years. There is no statute of limitation in the case of tax evasion. The income tax returns of the Company's PRC subsidiaries, consolidated VIEs, and the subsidiaries of the VIEs for the years from 2016 to 2021 are open to examination by the PRC tax authorities.

17. Disposal subsidiaries

On July 1, 2020 the Group sold its 51% share in its subsidiary E-GO to the minority shareholders for a consideration (to be received) of HKD2,346 (equivalent to RMB2,143). Concurrently, the contingent consideration from E-GO business acquisition has been waived. As the disposal date, the fair value of the contingent consideration was HKD366 (equivalent to RMB334). The Group derecognized the assets and liabilities and recorded a loss of RMB999 in "Others" in the consolidated statement of comprehensive income (loss) for the year ended December 31, 2020.

On October 1, 2020 the Group sold its 51% share in its subsidiary Wang Pok to the minority shareholders with no consideration. Concurrently, the contingent consideration from Wang Pok business acquisition has been waived. As the disposal date, the fair value of the contingent consideration was HKD16,283 (equivalent to RMB14,308). The Group derecognized the assets and liabilities and recorded a loss of RMB11,576 in "Others" in the consolidated statement of comprehensive income (loss) for the year ended December 31, 2020.

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18. Redeemable Non-controlling Interest

The movement in the carrying value of the redeemable non-controlling interests is as follows:

	For the Year Ended		
	December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Balance as of January 1	7,587	9,337	10,010
Cumulative effect of adopting ASU 2016-13	—	(14)	—
Gain (loss)	1,120	1,165	(120)
Accretion of redeemable non-controlling interest	629	500	500
Foreign currency translation adjustment, net of nil income taxes	1	(978)	(90)
Balance as of December 31	9,337	10,010	10,300

In October 2016, a third party investor acquired 15% of the equity interest of the Company's wholly owned PRC subsidiary at a consideration of RMB5,000. The newly issued shares could be redeemed by the non-controlling shareholder from the redemption start date (i.e. three years from the closing of the financing), the redemption value is equal to RMB5,000 plus 10% of interest and 15% of the net profit attributable to the PRC subsidiary if any for the period beginning from October 1, 2016 to the date of redemption.

The redeemable non-controlling interest was recorded outside of permanent equity on the consolidated balance sheets and initially recorded at the carrying value of RMB5,000. The redeemable non-controlling interest is carried at the expected redemption value. As of December 31, 2021, the redeemable non-controlling interest was currently redeemable at the option of the non-controlling shareholder.

SECOO HOLDING LIMITED
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19. Ordinary Shares

On September 22, 2017, the Group completed its initial public offering of 4,250,000 Class A ordinary shares, at a public offering price of US\$26 per share. The net proceeds received were US\$100,844 (or RMB664,464).

Concurrently upon the completion of the Company's IPO, the Company issued 769,231 and 384,615 Class A ordinary shares to Gold Ease Global Limited and YTL Cayman Limited, respectively, in a private placement at a price of US\$26 per share. Proceeds from such issuance of ordinary shares were USD30,000 (or RMB197,697).

Following the completion of the Group's IPO, the Company's authorized share capital was reclassified and re-designated into Class A ordinary shares and Class B ordinary shares, with each Class A ordinary share being entitled to one vote and each Class B ordinary share being entitled to twenty votes on all matters that are subject to shareholder vote. Each Class B ordinary share is convertible into one Class A ordinary share at any time. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Both Class A ordinary shares and Class B ordinary shares are entitled to the same dividend right. The holders of the Group's ordinary shares are entitled to such dividends as may be declared by the Board subject to the Companies Law.

In June 2020, the Company issued 10,204,082 Class A ordinary shares pursuant to a share purchase agreement with Qudian Inc. ("Qudian"), a US listing company and a leading technology platform empowering the enhancement of online consumer credit experience in China. The net proceeds received were US\$99,203 (or RMB703,774).

As of December 31, 2020 and 2021, there were 28,754,852 and 6,571,429 Class A and Class B ordinary shares outstanding.

As of December 31, 2020 and 2021, all Class B ordinary shares were held by the Chairman and CEO of the Group.

20. Share Repurchase Program

In November 2017, the Board of the Company approved a share repurchase program whereby the Company is authorized to repurchase its own Class A ordinary shares in the form of American Depositary Shares with an aggregate value of up to US\$20,000 over the following 12 months. The share repurchases may be made on the open market at prevailing market prices and/or in negotiated transactions off the market from time to time as market conditions warrant in accordance with applicable laws and regulation.

During the year ended December 31, 2017, the Company repurchased 359,595 shares for US\$6,459 (RMB42,606) on the open market, at a weighted average price of US\$17.96 per share. During the year ended December 31, 2018, the Company repurchased 157,859 shares for US\$4,149 (RMB28,412) on the open market, at a weighted average price of US\$26.28 per share. The Company accounts for repurchased ordinary shares under the cost method and includes such cost as a component of the shareholders' equity.

On April 30, 2020, the Board of the Company approved a share repurchase program that the Company is authorized to repurchase its own Class A ordinary shares in the form of American Depositary Shares with an aggregate value of up to US\$20,000 over the following 12 months. The share repurchases may be made on the open market at prevailing market prices and/or in negotiated transactions off the market from time to time as market conditions warrant in accordance with applicable laws and regulation. During the year ended December 31, 2020 and 2021, nil shares were repurchased by the Company.

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21. Share-based Compensation

Stock Option Plan

In 2017, the Company adopted a 2017 Employee Stock Incentive Plan (“2017 Plan”), which has replaced all of the 2014 Employee Stock Incentive Plan (“2014 Plan”) in its entirety. The awards granted and outstanding under the 2014 Plan has survived the termination of the 2014 Plan and remains effective and binding under the 2014 Plan. The maximum aggregate number of ordinary shares which may be issued pursuant to all awards under the 2017 Plan is 1,307,672 Class A ordinary shares. The 2017 Plan is valid and effective for a term of ten years commencing from its adoption. Stock options granted to an employee under the 2017 Plan will vest upon the employee renders service to the Company in accordance with a stipulated service schedule starting from the employee’s date of employment. Employees are generally subject to a four-year service schedule, under which an employee earns an entitlement to vest in 25% of his option grants at the end of each year of completed service. The following table sets forth the stock options activity for the year ended December 31, 2021:

	Number of shares	Weighted average exercise price US\$	Weighted average remaining contractual term	Aggregate intrinsic value US\$
Outstanding as of January 1, 2021	1,135,317	0.001		
Granted	20,000	0.001		
Forfeited	(28,927)	0.001		
Outstanding as of December 31, 2021	1,126,390	0.001	4.81	1,080
Vested and expected to vest as of December 31, 2021	1,117,669	0.001	4.78	1,072
Exercisable as of December 31, 2021	1,102,365	0.001	4.72	1,057

Options granted to employees were measured at fair value on the dates of grant using the Binomial Option Pricing Model with the following assumptions:

	2019	2020	2021
Expected volatility	48.70%~52.67%	52.70%~68.78%	65.96%
Risk-free interest rate (per annum)	1.58%~2.41%	0.16%~0.23%	0.25%
Exercise multiple	2.2	2.2	2.2
Expected dividend yield	0%	0%	0%
Expected term (in years)	10	10	10
Fair value of the underlying shares on the date of option grants (per share)	US\$11.779~17.519	US\$6.459~7.519	US\$4.92

The expected volatility was estimated based on the historical volatility of the Company and comparable peer public companies with a time horizon close to the expected term of the Company’s options. The risk-free interest rate was estimated based on the yield to maturity of U.S. treasury bonds denominated in USD for a term consistent with the expected term of the Company’s options in effect at the option valuation date. The expected exercise multiple was estimated as the average ratio of the stock price to the exercise price of when employees would decide to voluntarily exercise their vested options. As the Company did not have sufficient information of past employee exercise history, it was estimated by referencing to a widely-accepted academic research publication. Expected dividend yield is zero as the Company has never declared or paid any cash dividends on its shares, and the Company does not anticipate any dividend payments in the foreseeable future. Expected term is the contract life of the option.

SECOO HOLDING LIMITED
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21. Share-based Compensation (Continued)

The fair value of options granted to employees for the years ended December 31, 2019, 2020 and 2021 amounted to RMB14,734, RMB74 and RMB98, respectively. For the options granted to the employees before the Group's IPO, the exercisability was dependent upon the Company's IPO, and it was not probable that this performance condition could be achieved until the IPO was effective. Compensation expense of RMB31,200 relating to those options was recorded immediately on September 21, 2017. The options granted to the employees after the Group's IPO are subject to service conditions, for the years ended December 31, 2019, 2020 and 2021. The Company recognized RMB8,803, RMB8,161 and RMB2,286 as share based compensation expenses relating to the stock option plan.

	For the years ended December 31,		
	2019	2020	2021
Fulfillment expenses	283	429	159
Marketing expenses	4,627	4,859	1,289
Technology and content development expenses	424	364	(11)
General and administrative expenses	3,469	2,509	849
Total share-based compensation expense	8,803	8,161	2,286

As of December 31, 2021, RMB635 of total unrecognized compensation expense related to non-vested share options is expected to be recognized over a weighted average period of approximately 2.06 years.

22. Revenue

The following table presents revenue disaggregation by types of products:

	For the Year Ended		
	December 31,		
	2019	2020	2021
	RMB	RMB	RMB
Merchandise sales			
Watches	1,218,573	1,034,461	176,958
Bags	1,518,841	1,119,800	400,218
Clothing, Footwear and Accessories	2,444,133	2,044,598	1,651,758
Jewelleries	1,043,535	764,321	320,690
Other products	384,792	827,068	436,420
Total merchandise sales	6,609,874	5,790,248	2,986,044
Marketplace and other services:			
Marketplace services	182,895	200,051	116,026
Other services	52,811	29,382	29,554
Total marketplace and other services:	235,706	229,433	145,580
Total revenues	6,845,580	6,019,681	3,131,624

The following table summarizes the Group's revenues from the following geographic areas:

	For the Year Ended		
	December 31,		
	2019	2020	2021
	RMB	RMB	RMB
PRC, excluding Hong Kong	5,880,969	5,220,524	2,738,637
Hong Kong	952,508	789,667	387,163
Others	12,103	9,490	5,824
Total revenues	6,845,580	6,019,681	3,131,624

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23. Net income (loss) per Share

The following table sets forth the basic and diluted net income (loss) per share computation and provides a reconciliation of the numerator and denominator for the periods presented:

	For the Year Ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Numerator:			
Net income (loss) attributable to Secoo Holding Limited	155,052	(71,864)	(565,253)
Accretion to redeemable non-controlling interest redemption value	(629)	(500)	(500)
Numerator for basic and diluted net income (loss) per share calculation	154,423	(72,364)	(565,753)
Denominator:			
Weighted average number of ordinary shares	25,122,199	30,629,608	35,326,281
Denominator for basic net income (loss) per share calculation	25,122,199	30,629,608	35,326,281
Adjustment for diluted stock options	1,098,905	—	—
Denominator for diluted net income (loss) per share calculation	26,221,104	30,629,608	35,326,281
Net income (loss) per ordinary share			
— Basic	6.15	(2.36)	(16.02)
— Diluted	5.89	(2.36)	(16.02)

The potentially dilutive securities that have not been included in the calculation of diluted net income (loss) per share as their inclusion would be anti-dilutive are as follows:

	For the Year Ended December 31,		
	2019	2020	2021
Convertible note and warrant	6,980,769	6,980,769	4,207,587

The potentially adjustment for diluted stock options was not included in the calculation of diluted net income (loss) per share in the periods presented where their inclusion would be anti-dilutive. For the year ended December 31, 2021, as the Company was in a loss position, the effect of redemption stock option was anti-dilutive and excluded from the calculation of diluted net income (loss) per share.

24. Segment information

The following table summarizes the Group's long-lived assets (including property and equipment, net, goodwill, operating lease right-of-use assets and other non-current assets) from the following geographic areas:

	As of December 31,	
	2020 RMB	2021 RMB
PRC, excluding Hong Kong	181,075	67,184
Hong Kong	5,526	2,458
Others	3,988	1,799
Total long-lived assets	190,589	71,441

SECOO HOLDING LIMITED
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(All amounts in thousands, except for share and per share data)

25. Related Party Transactions

(a) Amount due from related parties

During the year ended December 31, 2018, the Group paid RMB2,100 on behalf of Guangyao, a related party that is under the control Mr. Richard Rixue Li, the Group's chairman and the chief executive officer, which was repaid during the year ended December 31, 2019.

(b) Amount due to related parties

During the year ended December 31, 2015, the Group borrowed RMB18,000 from Mr. Richard Rixue Li, the Group's chairman and the chief executive officer to fund working capital, among which RMB313, RMB426 and RMB62, were repaid during the years ended December 31, 2019, 2020 and 2021, respectively. The Group has an amount due to Mr. Richard Rixue Li for RMB62 and nil as of December 31, 2020 and 2021, respectively. The amounts were unsecured, non-interest bearing and have no defined repayment term.

During the year ended December 31, 2018, the Group borrowed RMB4,480 from Mr. Rimei Li, CEO of the Group's subsidiary, to fund working capital, RMB4,069 and RMB411 were repaid during the years ended December 31, 2018 and 2019, respectively.

26. Commitments and Contingencies

The Company leases offices, offline experience centers, customer service centers and logistics centers for operation under operating leases. Future minimum lease payments under non-cancellable operating leases with initial terms in excess of one year are included in Note 15.

During the years ended December 31, 2020 and 2021, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. The legal proceedings have led to the restriction of a portion of shares of the subsidiaries. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

Based on currently available information, management does not believe that the ultimate outcome of any unresolved matters that already existed at the date of the balance sheet, individually and in the aggregate, is reasonably possible to have a material adverse effect on the Group's financial position, results of operations or cash flows.

27. Subsequent Events

As disclosed in Note 13, the Company's US\$175,000 Original Note matured on August 8, 2021 without any redemption, repurchase or conversion.

On March 4, 2022, the Company and Great World entered into a refinancing agreement. Pursuant to the refinancing agreement, the Company and Great World have agreed to refinance the Original Note. On April 19, 2022, the Company issued the New Note to Great World to replace the Original Note. Also on April 19, 2022, each of the Company's subsidiaries signed a guarantee agreement and a subordination agreement to secure the Company's obligations under the New Note.

SECOO HOLDING LIMITED
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28. Parent Company Only Condensed Financial Information

The following condensed parent company financial information of Secoo Holding Limited has been prepared using the same accounting policies as set out in the accompanying consolidated financial statements.

The parent company records its investment in its subsidiaries, the VIEs and their subsidiaries under the equity method of accounting as prescribed in ASC323, Investments - Equity Method and Joint Ventures. Such investments are presented on the condensed balance sheets as “Investments in subsidiaries”, and their respective income as “Share of income from subsidiaries” on the condensed statements of comprehensive income (loss).

As of December 31, 2021, there were no material contingencies, significant provisions of long term obligations, mandatory dividend or redemption requirements of redeemable stocks or guarantees of Secoo Holding Limited, except for those which have been separately disclosed in the consolidated financial statements.

(a) Condensed Balance Sheets

	As of December 31,	
	2020	2021
	RMB	RMB
Assets		
Current assets		
Cash	759	22
Prepayments and other current assets	3,524	5,137
Total current assets	4,283	5,159
Non-current assets		
Investments in subsidiaries	3,532,139	3,112,217
Investment in equity investees	40,633	15,939
Other non-current assets	1,373	528
Total non-current assets	3,574,145	3,128,684
Total assets	3,578,428	3,133,843
LIABILITIES		
Current liabilities		
Accrued expenses and other current liabilities	21,472	4,461
Income tax payable	743	744
Total current liabilities	22,215	5,205
Non-current liabilities		
Long-term borrowings	1,128,004	1,348,046
Long-term liabilities	109,493	—
Total non-current liabilities	1,237,497	1,348,046
Total liabilities	1,259,712	1,353,251
Shareholders' Equity		
Class A ordinary shares (US\$0.001 par value, 150,000,000 shares authorized including Class A shares and Class B shares, 29,272,306 shares issued and 28,754,852 shares outstanding as of December 31, 2020 and 2021)	198	198
Class B ordinary shares (US\$0.001 par value, 150,000,000 shares authorized including Class A shares and Class B shares, 6,571,429 shares issued and outstanding as of December 31, 2020 and 2021; each Class B ordinary shares is convertible into one Class A ordinary share)	41	41
Treasury shares (517,454 Class A ordinary shares as of December 31, 2020 and 2021, at cost)	(71,018)	(71,018)
Additional paid-in capital	3,560,008	3,558,821
Accumulated losses	(1,206,436)	(1,772,189)
Other comprehensive income	35,923	64,739
Total shareholders' equity	2,318,716	1,780,592
Total liabilities and shareholders' equity	3,578,428	3,133,843

SECOO HOLDING LIMITED
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 (All amounts in thousands, except for share and per share data)

28. Parent Company Only Condensed Financial Information (Continued)

(b) Condensed Statements of comprehensive income (loss)

	For the Year Ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Operating expenses	(8,010)	(10,140)	(35,522)
Loss from operations	(8,010)	(10,140)	(35,522)
Other income (expenses):			
Interest income	18,154	90,197	46,382
Interest expenses	(111,033)	(117,149)	(131,694)
Change in fair value of financial instruments	23,226	—	—
Others	1,737	1,314	1,233
Share of income (loss) from subsidiaries	230,349	(34,064)	(445,408)
Income (loss) before income tax	154,423	(69,842)	(565,009)
Income tax expenses	—	(2,522)	(744)
Net income (loss)	154,423	(72,364)	(565,753)
Net income (loss) attributable to ordinary shareholders of Secoo Holding Limited	154,423	(72,364)	(565,753)
Other comprehensive (loss) income			
Foreign currency translation adjustments	(20,127)	62,423	28,816
Total other comprehensive (loss) income, net of tax	(20,127)	62,423	28,816
Comprehensive income (loss)	134,296	(9,941)	(536,937)

(c) Condensed Statements of Cash Flows

	For the Year Ended December 31,		
	2019 RMB	2020 RMB	2021 RMB
Net cash used in operating activities	(44,418)	(57,727)	(728)
Net cash used in investing activities	(118,794)	(625,722)	—
Net cash provided by financing activities	—	703,774	—
Effect of exchange rate changes on cash	775	(19,658)	(9)
Net (decrease) increase in cash	(162,437)	667	(737)
Cash at the beginning of the year	162,529	92	759
Cash at the end of the year	92	759	22

REFINANCING AGREEMENT
BY AND AMONG
SECOO HOLDING LIMITED
SIKU HOLDING LIMITED
EACH OF THE ENTITIES SET OUT IN SCHEDULE 1
AND
GREAT WORLD LUX PTE. LTD

Dated as of
March 4, 2022

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EXHIBIT 6	FORM OF OFFSHORE SHARE PLEDGE

REFINANCING AGREEMENT

THIS REFINANCING AGREEMENT (this “Agreement”) is made and entered into on March 4, 2022 by and among (i) Secoo Holding Limited, an exempted limited Liability company organized under the Laws of the Cayman Islands (the “Issuer”), (ii) Siku Holding Limited, a business company incorporated under the Laws of the British Virgin Islands (the “Controlling Shareholder”), (iii) each of the entities set out in Schedule 1, and (iv) Great World Lux Pte. Ltd, a private company limited by shares organized under the Laws of the Republic of Singapore (the “Holder”).

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

WITNESSETH:

WHEREAS, pursuant to a convertible note and warrant subscription agreement dated July 9, 2018 (the “Original Note Purchase Agreement”) entered into between the Issuer and the Holder, the Issuer issued a convertible note dated August 8, 2018 in an aggregate principal amount of US\$175,000,000 (the “Original Note”), together with a warrant entitling the Holder thereof to purchase certain ADSs of the Issuer (the “Warrant”). The Original Note was issued for a three-year term maturing on August 8, 2021 (the “Original Maturity Date”). The Warrant expired on August 8, 2021.

WHEREAS, the Issuer failed to redeem the Original Note on the Original Maturity Date and is in default of its obligations under the Original Note. On August 10, 2021, the Holder issued a statutory demand for payment under section 93 of the Companies Act (2021 Revision) of the Cayman Islands (the “Statutory Demand”).

WHEREAS, the Issuer wishes to refinance its obligations under the Original Note pursuant to and as contemplated under this Agreement (the “Refinancing”) through (among other things) the issuance of a two-year secured note as further set out in this Agreement. In consideration for the Holder agreeing to the refinancing of the obligations of the Issuer under the Original Note pursuant to this Agreement, the Group Companies have agreed to guarantee and grant certain Security Interests to secure, the obligations of the Issuer under the Refinancing Documents as further described in this Agreement.

WHEREAS, for the purposes of effecting the Refinancing, the Holder hereby agrees to a conditional standstill with respect to the Existing Defaults on the terms and subject to the conditions as set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Accounting Standards” means generally accepted accounting principles in the United States, applied on a consistent basis.

“Action” means any charge, claim, action, complaint, petition, investigation, appeal, suit, litigation, grievance, inquiry or other proceeding initiated or conducted by a mediator, arbitrator or Governmental Authority, whether administrative, civil, regulatory or criminal, and whether at Law or in equity, or otherwise under any applicable Law.

“ADSs” means the American depositary shares of the Issuer, two of which represent one Class A Ordinary Share.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In the case of the Holder, the term “Affiliate” also includes (i) any of the Holder’s general partners, (ii) the fund manager managing or advising the Holder (and general partners and officers thereof), (iii) trusts Controlled by or for the benefit of any such Person referred to in (i) or (ii), and (iv) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by the Holder and in the case of the Controlling Shareholder, the term “Affiliate” also includes the Founder and his Affiliates. “Affiliate” of a Person who is an individual shall also include such Person’s spouse or any person cohabiting as a spouse, child, parent, brother, sister, in-law, grandchild, grandparent, uncle, aunt, nephew or niece.

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

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the Cayman Islands, the British Virgin Islands, Hong Kong, New York, the PRC or Singapore.

“Charter Documents” means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, statutory registers, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.

“Claim” means any claim or right which the Holder is or may in any circumstances become entitled to bring or enforce against the Issuer arising under the Original Note Documents.

“Class A Ordinary Shares” means the Class A Ordinary Shares of par value US\$0.001 each in the capital of the Issuer.

“Class B Ordinary Shares” means the Class B Ordinary Shares of par value US\$0.001 each in the capital of the Issuer.

“Collateral” means all assets, rights or property in or over which the Holder is granted Security Interests under the Security Documents as security for the Secured Obligations, a summary description of which is set out in Schedule 2.

“Consent” means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

“Contract” means any contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

“Control” including the terms “Controlled by” and “under common Control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person or securities that represent a majority of the outstanding voting securities of such Person.

“Control Documents” means (i) the following Contracts, collectively, as may be amended or restated from time to time with respect to the VIE Trading Entity: (A) the exclusive business cooperation agreement (独家业务合作协议) dated May 24, 2011 entered into by and between the WFOE and the VIE Trading Entity, as amended on March 26, 2015, (B) the exclusive option agreements (独家购买权合同) dated May 24, 2011 by and among the WFOE, the VIE Trading Entity and each shareholder of the VIE Trading Entity, (C) the share pledge agreement (股权质押合同) dated May 24, 2011 entered into by and among the WFOE, the VIE Trading Entity and the shareholders of the VIE Trading Entity, as renewed on May 8, 2017, (D) the powers of attorney (授权委托书) executed by each shareholder of the VIE Trading Entity in favour of the WFOE and (E) the exclusive intellectual property purchase agreement (知识产权独家认购合同) dated May 24, 2011 entered into by and between the WFOE and the VIE Trading Entity; and (ii) the following Contracts, collectively, as may be amended or restated from time to time with respect to the VIE Auction Entity: (A) the exclusive business cooperation agreement (独家业务合作协议) dated September 15, 2014 entered into by and between the WFOE and the VIE Auction Entity, as amended on March 26, 2015, (B) the exclusive option agreements (独家购买权协议) dated September 15, 2014 by and among the WFOE, the VIE Auction Entity and each shareholder of the VIE Auction Entity, (C) the equity interest pledge agreements (股权质押协议) dated September 15, 2014 entered into by and among the WFOE, the VIE Auction Entity and each shareholder of the VIE Auction Entity, (D) the powers of attorney (授权委托书) executed by each shareholder of the VIE Auction Entity in favour of the WFOE and (E) the loan agreements dated

September 15, 2014 entered into by and between the WFOE and each shareholder of the VIE Auction Entity.

“Debt Action” means any liquidation, bankruptcy, bankruptcy protection, insolvency, conservatorship, distress, creditor compromises, schemes of arrangement or other debt claims, creditor process, assignment for the benefit of creditors, moratoriums, rearrangements, receiverships, reorganization or any other analogous and similar proceedings under debtor relief Laws of any applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Defaulted Amount” means US\$203,212,565, being the Maturity Repurchase Price (as such term is defined in the Original Note) payable by the Issuer for the redemption of the Original Note on the Original Maturity Date in accordance with the terms thereof.

“Default Interest Rate” means the rate of 12 per cent. per annum, compounded monthly on the basis of a 360-day calendar year.

“Effect” means any change, effect, development, circumstance, condition, state of facts, event or occurrence.

“Employee Benefit Plan” means any written plan, program, policy, Contract or other arrangement providing for severance, termination pay, deferred compensation, performance awards, share or share-related awards, housing funds, insurance arrangements, fringe benefits, perquisites, superannuation funds retirement benefits, pension schemes or other employee benefits, that is maintained, contributed to or required to be contributed to by the Issuer or any of its Subsidiaries for the benefit of any current or former employee, director, officer or independent contractor of the Issuer or any of its Subsidiaries, or with respect to which the Issuer or any of its Subsidiaries has or would reasonably expect to have any Liability or obligation, other than, in each case, one that is sponsored and maintained by a Governmental Authority.

“Encumbrance” means any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, conditional sales agreement, encumbrance, preemptive right, right of first refusal or restriction, whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future.

“Equity Pledge” means the Onshore Share Pledge or Offshore Share Pledge (as the case may be).

“Equity Securities” means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Existing Defaults” means each of the existing breaches by the Issuer of its obligations under the Original Note Documents that constitute events of default under section 2.4 of the Original Note, including sections 2.4(a), 2.4(b) and 2.4(e) of the Original Note, but excludes all breaches of the Original Note Documents occurring on or after the date of this Agreement.

“Existing Pre-Restructuring Indebtedness” means the bank borrowings of the Issuer and its Subsidiaries on and as of the date hereof as disclosed in Schedule 5 thereof.

“Founder” means Mr. Li Rixue, a PRC national.

“Fundamental Warranties” means the representations and warranties of the Warrantors set out in Sections 5.1, 5.2, 5.3, 5.4 and 5.8.

“General Enforceability Exceptions” means collectively, (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors’ rights generally from time to time in effect; and (b) the availability of equitable remedies.

“Governmental Authority” means any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative authority, agency, board, bureau, department, instrumentality or commission or any court, tribunal, judicial or arbitral body of competent jurisdiction or stock exchange.

“Governmental Order” means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, ordinance, Consent, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.

“Group” means the Issuer and its Subsidiaries from time to time established but excludes any Permitted JV Entities and “Group Company” has a correlative meaning.

“Guarantees” means the Onshore Guarantees and the Offshore Guarantees.

“Guarantors” means each of (a) the Subsidiaries of the Issuer; and (b) any other Subsidiary of the Issuer incorporated from time to time that executes a Guarantee in accordance with the terms of the New Note (excluding for such purposes the Permitted JV Entities), and their respective successors and assigns, in each case.

“Hong Kong” means the Hong Kong Special Administrative Region.

“Indebtedness” means, with respect to any Person, (a) all indebtedness of such Person, whether or not contingent, for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, excluding trade payables, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person under currency, interest rate or other swaps, and all hedging and other obligations of such Person under other similar derivative instruments (without duplication of other indebtedness hedged thereby to the extent that such derivative instruments do not represent additional value at risk), (e) all indebtedness created or arising under any conditional sale or other title retention

agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (f) all obligations of such Person as lessee under leases that have been or should be, in accordance with the Accounting Standards, recorded as capital leases, (g) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities, (h) all Indebtedness of other Persons referred to in clauses (a) through (g) above guaranteed directly or indirectly in any manner by such Person, and (i) all Indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any liens on property (including accounts and Contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, in each case, determined in accordance with the Accounting Standards and including any interests, fees, premiums, prepayment penalties and other expenses (including breakage costs) owed by such Person with respect to any such indebtedness or obligations.

“Interim Restructuring Interest Rate” means the rate of nine per cent. per annum, compounded monthly on the basis of a 360-day calendar year.

“Investor Rights Agreement” means the investor rights agreement dated August 8, 2018 and executed by and between the Issuer and the Holder.

“Issuer SEC Documents” means all registration statements, proxy statements and other statements, reports, schedules, forms and other documents required to be filed or furnished by the Issuer with the SEC pursuant to the Exchange Act and the Securities Act and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein, in each case, filed or furnished with the SEC prior to the date hereof.

“Law” or “Laws” means any statute, law, ordinance, regulation, rule, code, order, judgment, writ, injunction, decree or requirement of law (including common law) enacted, issued, promulgated, enforced or entered by a Governmental Authority.

“Liabilities” means, with respect to any Person, all liabilities, obligations and commitments of such Person of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

“Long-Stop Date” means the date falling four weeks after the execution of this Agreement, as may be extended by the Holder in the exercise of its absolute discretion.

“Material Adverse Effect” means any Effect that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the assets, properties, liabilities, financial condition, business or results of operations of the Group, taken as a whole; provided that no Effect to the extent resulting or arising from the following, either alone or in combination, shall be deemed to constitute a Material Adverse Effect or shall be taken into account when determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (a) conditions (or changes therein) that are the result of factors generally affecting any industry or industries in which the Group operates; (b) general economic, political and/or regulatory conditions (or changes therein), including any changes affecting financial, credit

or capital market conditions, including changes in interest or exchange rates; (c) any change in the Accounting Standards or interpretation thereof; (d) any adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, or other change in any applicable Law of or by any Governmental Authority; (e) any action taken at the written request or with the written consent of the Holder; (f) decline in the price or trading volume of the ADSs (it being understood that the facts or occurrences giving rise or contributing to such decline that are not otherwise excluded from the definition of a “Material Adverse Effect” may be taken into account); (g) any failure by the Issuer to meet any internal or published projections, estimates or expectations of the Issuer’s revenue, earnings or other financial performance or results of operations for any period (it being understood that the facts or occurrences giving rise or contributing to such failure that are not otherwise excluded from the definition of a “Material Adverse Effect” may be taken into account) and (h) Effects arising out of changes in geopolitical conditions, acts of terrorism or sabotage, war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, earthquakes, pandemics (including without limitation COVID-19 and its variants), tornados, hurricanes, or other weather conditions or natural calamities or other force majeure events, including any material worsening of such conditions threatened or existing as of the date of this Agreement; *provided that* if any Effect described in clauses (a), (b), (c), (d), and (h) has had a materially disproportionate adverse impact on the Group relative to other companies of comparable size to the Group operating in the industry or industries in which the Group operates, then the incremental impact of such event shall be taken into account for the purpose of determining whether a Material Adverse Effect has occurred.

“Material Subsidiary” means, at any relevant date of determination, the VIE Trading Entity, Hong Kong Secoo Investment Group Limited, Shanghai Secoo E-commerce Co., Ltd (上海寺库电子商务有限公司), Yichun Secoo E-Commerce Co., Ltd. (宜春寺库电子商务有限公司) and any other Subsidiary of the Issuer that has total assets of at least RMB1 billion.

“New Note” means a two-year guaranteed secured note for an aggregate principal amount equal to the Refinanced Amount, to be issued by the Issuer to the Holder pursuant to the Refinancing in the agreed form set out in Exhibit 1 hereto.

“New Note Documents” means the New Note and the Security Documents, and any other documents and agreements executed and delivered in connection therewith.

“Offshore Guarantee” means the guarantee of each of the Offshore Guarantors, to be executed in the agreed form set out in Exhibit 2 hereto.

“Offshore Guarantors” means each Guarantor that is incorporated or otherwise domiciled in a jurisdiction outside the PRC.

“Offshore Share Pledges” means, with respect to each Permitted JV Entity that is incorporated in a jurisdiction other than the PRC, a share charge creating a first ranking (or analogous) Security Interest over the Equity Securities of such Permitted JV Entity in the agreed form set out in Exhibit 6 hereto or, if the relevant Permitted JV Entity is incorporated in a jurisdiction other than Hong Kong, in such other form satisfactory to the Holder where the only substantive changes from the aforementioned agreed form are to reflect the requirements of the laws of the relevant jurisdiction where the relevant Permitted JV Entity is incorporated.

“Onshore Guarantee” means the guarantee of each of the Onshore Guarantors, to be executed in the agreed form set out in Exhibit 3 hereto.

“Onshore Guarantors” means each Guarantor that is incorporated or domiciled in the PRC.

“Onshore Share Pledges” means, with respect to each Permitted JV Entity that is incorporated in the PRC, the equity interest pledge agreements (股权质押协议) over the Equity Securities of each Permitted JV Entity creating a first ranking Security Interest over such Equity Securities in the agreed form set out in Exhibit 5 hereto.

“Ordinary Shares” means the Class A Ordinary Shares and the Class B Ordinary Shares, as applicable.

“Original Note Documents” means the Original Note Purchase Agreement by and between the Issuer and the Holder, the Original Note, the Warrant, the Investor Rights Agreement and any other document entered into between the Issuer and the Holder relating to the issuance of the Original Note.

“Payment Contracts” means any Contracts with payment services providers and processing agencies or any other financial services provider or institution (including for such purposes, any acquiring bank, issuing bank, card network, credit card processor, independent sales organization, integrated software vendors, e-wallet providers or mobile payment gateways) that collects sales proceeds and in turn pays and remits such collected proceeds to the bank accounts of the Group Companies.

“Permitted JV Asset Transfers” means any investment or asset transfer by a Group Company in or to a Permitted JV Entity in accordance with the terms and subject to the conditions to be set out in the definitive New Note.

“Permitted JV Entity” means any joint venture entity (i) that is established to carry out a strategic joint venture between the Issuer or any of its Subsidiaries with a reputable strategic investor (but excluding for such purposes any entities which are established or Controlled by any Group Company and in which minority investments are sought from professional investment funds or other financial investors for the purposes of funding the business and other operations of such entities), and (ii) in which the Issuer or its Subsidiaries holds or acquires an ownership interest (whether by way of Equity Securities or otherwise) from time to time.

“Permitted Liens” means (i) liens for Taxes not yet delinquent or the validity of which are being contested in good faith and for which there are adequate reserves and provisions made in the applicable financial statements, (ii) liens occurring by operation of law in the ordinary course of trading, which (x) do not individually or in the aggregate materially detract from the value, use, or transferability of the assets that are subject to such liens, and (y) were not incurred in connection with any Indebtedness, (iii) any lien pursuant to the VIE Equity Pledges and (iv) any liens arising pursuant to the Security Documents.

“Person” means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Authority.

“PRC” means the People’s Republic of China which, solely for the purposes of this Agreement and the other Refinancing Documents, excludes Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.

“Qudian” means, collectively, Qu Plus Plus Limited and Qufenqi (HK) Limited.

“Qudian Investor Rights Agreement” means the investor rights agreement dated June 4, 2020 entered into by and between the Issuer, Qu Plus Plus Limited and the Founder, to which Qufenqi (HK) Limited is made a party pursuant to the deed of adherence dated as of June 17, 2020 entered into by and among the Issuer, Qufenqi (HK) Limited, Qu Plus Plus Limited and the Founder.

“Qudian Transaction Documents” means (i) the share purchase agreement dated June 3, 2020 entered into between the Issuer and Qudian, as supplemented by the supplemental agreement dated June 17, 2020 entered into by and among the Issuer, Qufenqi (HK) Limited and Qu Plus Plus Limited, (ii) the Qudian Investor Rights Agreement and (iii) all other documents and agreements entered into by the Controlling Shareholder, its Affiliates and the Group Companies with Qudian or its Affiliates in connection with the subscription by Qudian for shares of the Issuer pursuant to the share purchase agreement referred to in paragraph (i) of this definition.

“Refinancing Documents” means this Agreement, the New Note Documents and any other agreement or document contemplated hereunder and thereunder to be executed and delivered to effect the Refinancing as contemplated under this Agreement from time to time, including without limitation any documents evidencing the registration and perfection of the Security Interests granted under the Security Documents.

“Refinanced Amount” means the Defaulted Amount and the Rollover Interest Amount.

“Rollover Interest Amount” means interest accruing on the Defaulted Amount at the Interim Restructuring Interest Rate for the period commencing on the Original Maturity Date and ending on the Effective Refinancing Date.

“SAFE” means the State Administration of Foreign Exchange of the PRC or its local counterparts.

“SAMR” means the State Administration of Market Regulation of the PRC or, with respect to the issuance of any business license or filing or registration to be effected by or with the State Administration of Market Regulation, any Governmental Authority which is similarly competent to issue such business license or accept such filing or registration under the Laws of the PRC.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“Secured Obligations” means the payment and performance (whether at stated maturity, by acceleration or otherwise) of all advances to, and debts, Liabilities, Indebtedness, claims, obligations, covenants and duties of, the Issuer or any Guarantor accrued or arising under the

Refinancing Documents (whether alone or jointly, or jointly and severally, with any other Person, whether direct or indirect, absolute or contingent and whether as principal, surety or otherwise denominated in US\$ or any other currency, or incurred in any current or other banking account or in any other manner whatsoever, due or to become due, now existing or hereafter arising) and including interest, and fees, commissions and other costs, charges and expenses (including legal and other fees on a full indemnity basis) that accrue after the commencement by or against any Group Company or their respective Affiliates of any proceedings, regardless of whether such interest and fees are allowed claims in such proceedings.

“Security Documents” means (i) in respect of each Permitted JV Entity, an Onshore Share Pledge or Offshore Share Pledge, as applicable, and (ii) in respect of each Group Company, the Guarantees and the Subordination Agreements and (v) any and all instruments, documents, agreements, confirmations and acknowledgments pursuant to which any Person shall grant or convey any Security Interest as security for all or any portion of the Secured Obligations.

“Security Interest” means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Solvency Requirements” means, on any date of determination, that on such date:

(i) (a) the fair value of the consolidated property of the Group is greater than its consolidated Liabilities, including contingent Liabilities, (b) the present fair salable value of the consolidated assets of the Group is not less than the amount that will be required to pay the probable Liabilities of the Group Companies on their debts as they mature (excluding for such purposes outstanding principal and interest payments due on the Original Note). The amount of contingent Liabilities at any time shall be computed as the amount that, in light of all facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured Liability;

(ii) no acceleration has occurred under the terms of any Indebtedness owed by any Group Company in connection with which any such Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity for amounts that, when taken together with all such other accelerated Indebtedness, exceed RMB150,000,000 in aggregate;

(iii) other than any Action by the Holder, no Actions have been instituted, are pending, threatened or contemplated, at Law, in equity, in arbitration or before any Governmental Authority, by or against any Group Company or against any of their respective properties, assets or revenues, including without limitation any Debt Actions for amounts that, individually or in the aggregate, exceed RMB200,000,000. In particular:

(a) no steps have been taken with a view to a moratorium or a composition, assignment or similar arrangement with any creditors of any Group Company;

(b) no meetings of shareholders, supervisors, directors or other officers has been convened for the purposes of considering or adopting any resolution for, or to petition or file documents with any court or registrar in any competent jurisdiction for, any Debt Action;

(c) no Security Interest has been enforced against any assets of any Group Company for amounts that, when taken together with any other enforcement action against any Group Company, exceed RMB200,000,000 in aggregate;

(d) no judicial orders have been made for the winding-up, receivership, administration, judicial management or dissolution of the Issuer or any Material Subsidiary;

(e) no liquidator, trustee in bankruptcy, judicial manager, compulsory manager, receiver or manager, administrative receiver, administrator or similar officer is or has been appointed in respect of the Issuer or any Material Subsidiary;

(f) none of the shareholders of the Issuer or any Material Subsidiary or the supervisors, directors or officers thereof have requested the appointment of, or given notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver and/or manager, administrative receiver, administrator or similar officer; and

(g) no analogous step or procedure is or has been taken in any jurisdiction;

(iv) none of the Group Companies are in default of any of their contractual obligations (excluding for such purposes the Existing Defaults) that would either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and

(v) no default of any Group Company has occurred and is continuing, or would result from the implementation of the Refinancing under this Agreement that would, individually or in the aggregate, have a Material Adverse Effect.

“Subordination Agreement” means subordination agreement to be executed and delivered by each Guarantor in the agreed form set out in Exhibit 4 hereto.

“Subsidiary” any Person means any corporation, partnership, limited liability company, joint stock company, joint venture or other organization or entity, whether incorporated or unincorporated, which is Controlled by such Person and, for the avoidance of doubt, the Subsidiaries of any Person shall include any variable interest entities over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with the Accounting Standards applicable to such Person, and in the case of the Issuer, shall include the VIE Entities and their respective Subsidiaries from time to time.

“Tax” means (i) any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, whether based on income (including enterprise income tax and individual income tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, withholding, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes, charges, fees, levies, or other assessments of any kind

whatsoever, (ii) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in subclause (i) above, and (iii) any form of transferee Liability imposed by any Governmental Authority in connection with any item described in subclauses (i) and (ii) above.

“United States” means the United States of America.

“VIE Auction Entity” means Beijing Wo Mai Wo Pai Auction Co., Ltd. (北京我卖我拍拍卖有限公司).

“VIE Entities” means the VIE Trading Entity and the VIE Auction Entity and “VIE Entity” means any of them, as the context requires.

“VIE Equity Pledges” means the equity pledge under (i) the share pledge agreement (股权质押合同) dated May 24, 2011 entered into by and among the WFOE, the VIE Trading Entity and the shareholders of the VIE Trading Entity, as renewed on May 8, 2017, and (ii) the equity interest pledge agreements (股权质押协议) dated September 15, 2014 entered into by and among the WFOE, the VIE Auction Entity and each shareholder of the VIE Auction Entity.

“VIE Trading Entity” means Beijing Secoo Trading Co., Ltd. (北京寺库商贸有限公司).

“Warrantors” means the Group Companies.

“WFOE” means Kutianxia (Beijing) Information Technology Limited (库天下 (北京) 信息技术有限公司).

Section 1.2 Terms Defined Elsewhere in this Agreement. The following terms have the meanings set forth in the following Sections:

2020 Annual Report	Section 5.5
Agreement	Preamble
Closing	Section 4.2(a)
Collection Bank Account	Section 6.2(b)(ii)
Confidential Information	Section 9.9(a)
Controlling Shareholder	Preamble
Disclosing Party	Section 9.9(c)
Dispute	Section 9.3(a)
Effective Refinancing Date	Section 4.2(a)
Escrowed Documents	Section 4.1(d)
ESOP	Section 5.8(a)
Holder	Preamble
Holder Director	Section 4.1(c)
Insolvent	Section 5.6
Intellectual Property	Section 5.17
Issuer	Preamble
Non-Required Consents and Approvals	Section 5.3

Note Exchange	Section 3.1(a)
Original Maturity Date	Recitals
Original Note	Recitals
Original Note Purchase Agreement	Recitals
Parties	Preamble
Party	Preamble
Refinancing	Recitals
Refinancing Condition	Section 4.1
Restricted Persons	Section 6.2(f)(i)
Returns	Section 5.20
Standstill Period	Section 2.1
Statutory Demand	Recitals
Termination Event	Section 8.1
Warrant	Recitals

Section 1.3 Interpretation. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) Directly or Indirectly. The phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning.

(b) Gender and Number. Unless the context otherwise requires, all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders, and words importing the singular include the plural and vice versa.

(c) Headings. Headings are included for convenience only and shall not affect the construction of any provision of this Agreement.

(d) Include not Limiting. “Include,” “including,” “are inclusive of” and similar expressions are not expressions of limitation and shall be construed as if followed by the words “without limitation”.

(e) References to Documents. References to this Agreement include the Schedules and Exhibits, which form an integral part hereof. A reference to any Section, Schedule or Exhibit is, unless otherwise specified, to such Section of, or Schedule or Exhibit to this Agreement. The words “hereof,” “hereunder” and “hereto,” and words of like import, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular Section hereof or Schedule or Exhibit hereto. A reference to any document (including this Agreement) is, unless otherwise specified, to that document as amended, restated, consolidated, supplemented, novated or replaced from time to time.

(f) Writing. References to writing and written include any mode of reproducing words in a legible and non-transitory form including emails and faxes.

(g) Currency. References to sums of money are expressed in the lawful currency of the United States of America, with “US\$,” “USD” and “\$” referring to U.S. dollars.

ARTICLE II
STANDSTILL ARRANGEMENTS

Section 2.1 Standstill. Subject to the terms and conditions of this Agreement, for a period commencing on the date of execution of this Agreement and ending on the earlier of (a) the occurrence of a Termination Event or (b) the Effective Refinancing Date (such period, the “Standstill Period”), the Holder hereby agrees to forebear from exercising its rights under the terms of the Original Note Documents in respect of the Existing Defaults and from taking any Action (including filing any petition to wind up the Issuer) to require or enforce payment of principal and interest amounts due and payable thereunder, *provided that* nothing in this Section 2.1 shall restrict or prevent the Holder from serving any notice of termination following the occurrence of a Termination Event in accordance with the terms of Section 8.1.

Section 2.2 Interest. Interest shall accrue on the Defaulted Amount on and from the Original Maturity Date as follows: (a) during the Standstill Period, at the Interim Restructuring Interest Rate and (b) with effect from the occurrence of any Termination Event, the Default Interest Rate.

Section 2.3 Acknowledgment of Existing Defaults. The Issuer acknowledges the Existing Defaults have occurred.

ARTICLE III
REFINANCING

Section 3.1 Note Exchange; Release of Claims. Subject to the satisfaction of the Refinancing Conditions:

- (a) the Holder agrees at Closing to exchange the Original Note for the New Note (the “Note Exchange”); and
- (b) the Issuer shall cause the Escrowed Documents to be released to the Holder.

At and subject to Closing having occurred, each of the Parties agrees to irrevocably waive and release all of its respective rights, interests and Claims which it may have under the Original Note.

Section 3.2 Obligation to effect the Refinancing. Each of the Controlling Shareholder and the Issuer agrees that it shall effect the Refinancing in accordance with this Agreement in a timely manner.

ARTICLE IV
REFINANCING CONDITIONS

Section 4.1 Conditions to the Refinancing. The obligations of the Holder set out in Section 3.1 above and to effect the Closing of the Refinancing are subject to, and conditional on the following (each, a “Refinancing Condition”):

(a) Representations and Warranties. The Fundamental Warranties shall be true and correct in all respects as of the date of execution of this Agreement and the Effective Refinancing Date as if made on and as of such dates (except that those representations and warranties which address matters only as of a particular date, which need only be true and correct as of such date). The other representations and warranties of the Warrantors set out in Article V hereof shall be true and correct in all material respects (except for representations and warranties that are qualified by “materiality,” “Material Adverse Effect” or any similar qualification, in which case, such representations and warranties shall be true and correct in all respects) as of the date of execution of this Agreement and the Effective Refinancing Date as if made on and as of such dates (except that those representations and warranties which address matters only as of a particular date, which need only be true and correct as of such date).

(b) Solvency Requirements. The Solvency Requirements have been met and have not been breached at any time after the date of execution of this Agreement up to and including the Effective Refinancing Date.

(c) Board and Shareholder Resolutions. Each of the Group Companies shall have executed and delivered copies of board and shareholder resolutions, as applicable, approving and authorizing the execution and delivery of the Refinancing Documents to be executed by that Group Company and the performance of the transactions and creation of the applicable security interests thereunder. The Board resolutions of the Issuer shall also approve the appointment of a director nominated by the Holder (the “Holder Director”) to the Board to replace Jun Wang.

(d) Escrowed Deliverables. Each of the Group Companies shall have executed and delivered to Han Kun Law Offices, PRC counsel to the Issuer, originals of the following documents (the “Escrowed Documents”), and Han Kun Law Offices shall have provided written confirmation to the Holder of such receipt and undertaking to deliver such documents to the Holder at Closing:

- (i) the New Note;
- (ii) the Guarantees;
- (iii) the Subordination Agreements; and
- (iv) all other ancillary documents, authorizations, consents and other instruments required for the registration and perfection of any of the Security Interests under the Security Documents, if any.

(e) Appointment of Holder Director. The Holder Director shall have been appointed effective as at Closing and the Issuer shall have delivered a certified true copy of the register of directors of the Issuer dated as of the Closing date to reflect such appointment.

(f) Performance of other Obligations. Each Group Company and the Controlling Shareholder having performed and complied with all obligations and conditions set out in this Agreement that are required to be performed or complied with on or prior to Closing.

(g) Proceedings and Documents. All corporate and other proceedings in connection with the transactions to be completed at the Closing and all documents incident thereto, including all applicable shareholder and board approvals of each Group Company, as applicable, with respect to this Agreement, and all other Refinancing Documents and the transactions contemplated hereby and thereby, shall have been completed in form and substance reasonably satisfactory to the Holder, and the Holder shall have received all such counterpart copies of such documents as it may reasonably request.

(h) No Prohibition; Authorization. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law that is then in effect and which has the effect of making the consummation of any transactions contemplated by the Refinancing Documents illegal or which otherwise prevents or prohibits the consummation of any transactions contemplated by the Refinancing Documents. All Consents of any competent Governmental Authority or of any other Person that are required to be obtained by any Group Company in connection with the consummation of the transactions contemplated by the Refinancing Documents, if any, shall have been duly obtained and effective as of the Closing, and evidence thereof shall have been delivered to the Holder.

(i) Maintenance of Listing; No Trading Suspension. The ADSs of the Issuer (i) are designated for quotation or listed on the Nasdaq Global Market, (ii) have not been suspended, by the SEC or the Nasdaq Global Market from trading on the Nasdaq Global Market, either (A) in writing by the SEC or the Nasdaq Global Market, (B) by falling below the minimum listing maintenance requirements of the Nasdaq Global Market, or (C) for a consecutive period of more than five days.

(j) No Material Adverse Effect. No Material Adverse Effect shall have occurred and no event shall have occurred or arisen, and no circumstance shall exist, that would reasonably be expected to result in a Material Adverse Effect.

(k) Closing Certificate. A director of the Issuer shall have executed and delivered to the Holder at the Closing a certificate dated as of Closing stating that (a) the conditions specified in this Section 4.1 have been fulfilled as of the Closing, unless otherwise waived by the Holder, and (b) attaching copies of the Charter Documents of the Issuer and the Guarantors, including the then-effective business licenses of the Guarantors.

Section 4.2 Exchange of the Notes at Closing.

(a) Closing. The consummation of the Note Exchange (the “Closing”) shall take place no later than 5 p.m. at the offices of Fangda Partners at Kerry Center, North Tower 27/F, No. 1 Guanghai Road, Chaoyang, Beijing, but in no event later than the fifth Business Day following the satisfaction or waiver of the Refinancing Conditions set forth in Section 4.1 (other than conditions that by their nature are to be satisfied at the Closing, and subject to the satisfaction and waiver of such conditions) or at such other place, time or date as the Issuer and the Holder may mutually agree upon in writing (such date, the “Effective Refinancing Date”).

(b) Deliveries by the Issuer at Closing. At Closing, in addition to any items the delivery of which is a Refinancing Condition, the Issuer shall deliver to the Holder (i) originals of

all Refinancing Documents to the extent not already delivered prior thereto (including the Guarantees), (ii) all documents and materials duly executed for the purpose of the registration and perfection of the Security Interests under the Security Documents (if any), and (iii) the New Note, duly executed and issued by the Issuer.

(c) Deliveries by the Holder at Closing. At Closing and against delivery by the Issuer of the items referred to in Section 4.2(b), the Holder shall deliver (i) the originals of the Original Note and the Warrant for exchange and cancellation and (ii) an executed letter confirmation acknowledging the withdrawal of the Statutory Demand.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

Each of the Warrantors jointly and severally represents and warrants to the Holder that each of the statements contained in this Article V is true and correct as of the date of this Agreement and as if made on the Effective Refinancing Date, with the same effect (except for such representations and warranties that are expressed to be made as of a specified date, in which case, such representations and warranties shall be made as of such date).

Section 5.1 Organization, Good Standing and Qualification. Each of the Warrantors is duly organized, validly existing and in good standing (or equivalent status to the extent such concept is applicable in its jurisdiction of formation) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted, and to perform each of its obligations under the Refinancing Documents to which it is a party. Each Warrantor that is a PRC entity has a valid business license issued by the SAMR or its local branch or other relevant Governmental Authorities, and has, since its establishment, carried on its business in compliance with the business scope set forth in its business license.

Section 5.2 Authorization. Except for the shareholder and board approvals to be obtained as a Refinancing Condition and as set out in Section 4.1, each of the Issuer and the Guarantors has all requisite power and authority to execute and deliver the Refinancing Documents to which it is a party and to carry out and perform its obligations thereunder. All Action on the part of each of the Warrantors (and, as applicable, their respective officers, directors and shareholders) necessary for the authorization, execution and delivery of the Refinancing Documents to which it is a party, the performance of all of its obligations thereunder, the granting of the Security Interests under the Security Documents to which it is a party has been taken or will be taken on or prior to the Effective Refinancing Date. Subject to the foregoing, each Refinancing Document has been or will be duly executed and delivered by the applicable Group Company to which it is a party and constitutes (or upon due execution and delivery by all parties thereto, will constitute) its valid and legally binding obligations, enforceable against it in accordance with its terms, subject to the General Enforceability Exceptions.

Section 5.3 First Ranking Security Interest. Upon the completion of applicable registrations, filings, notifications and other acknowledgments and subject to applicable Laws, the Security Documents create (or after the execution and delivery thereof will create) in favor of the Holder, valid and enforceable perfected first priority Security Interests on all of the Collateral

(subject to completion of the aforesaid registrations, filings, notifications and other acknowledgments and subject to certain Permitted Liens and exceptions as set forth in the New Note) and no other registrations or filings are required in order to perfect the Security Interests created under the Security Documents, except for (a) those that are to be effected on or after the Effective Refinancing Date (with the documents and materials required for such registrations or filings duly executed and delivered on the Effective Refinancing Date in accordance with and as set forth in Section 4.2(b)) and (b) Consents, approvals, authorizations or other order of, or any notice to or filing with, any court, regulatory body, administrative agency or other Governmental Authority necessary in connection with foreclosure or other exercise of remedies by the Holder in respect of the Collateral, including registrations of the Security Documents under applicable SAFE rules and regulations (collectively, the “Non-Required Consents and Approvals”). Each of the Issuer and the Guarantors are the legal and beneficial owners of the Collateral, free and clear of any Encumbrances, other than Permitted Liens.

Section 5.4 Consents; No Conflict.

(a) Except for the shareholder and board approvals to be obtained as a Refinancing Condition and as set out in Section 4.1 and the Non-Required Consents and Approvals, all Consents required in connection with the transactions contemplated herein or in the Refinancing Documents have been duly obtained or completed, as applicable, by the Issuer or the Guarantors as of the date hereof.

(b) The execution and delivery of any of the Refinancing Documents to which any Group Company is a party, or the consummation of the transactions contemplated herein or therein will not, (i) be in conflict with, result in a breach, default or violation under (A) the Charter Documents of the applicable Group Company; (B) the terms of any Contract to which such Group Company is a party or to which its property is subject (including for such purposes the Qudian Transaction Documents), (C) any applicable Law, (D) any Governmental Order, or (ii) result in the imposition of any Encumbrance upon any property or assets of such Group Company other than restrictions under the Refinancing Documents and Permitted Liens, except in the case of sub-clauses (B), (C) and (D) of sub-section (i) or (ii), as would not, individually or in the aggregate, have a Material Adverse Effect.

(c) (A) The registration, filing or performance of the Security Documents by the Warrantors, (B) the grant by each applicable Warrantor of the Security Interests granted by it pursuant to the Security Documents, (C) the perfection or maintenance of the Security Interests created under the Security Documents (including the first priority nature thereof) and (D) the exercise by the Holder of the remedies in respect of the Collateral pursuant to the Security Documents, will not require any Consent of, or any notice to or filing with, any Governmental Authority (other than the Non-Required Consents and Approvals) and will not conflict with or constitute a breach of any of the terms or provisions of, (i) the Charter Documents of the applicable Warrantor or (ii) a default under, the terms of any Contract, obligation, condition, covenant or instrument to which any Warrantor is a Party or bound or to which its property is subject.

Section 5.5 Compliance with Laws. The business of the Group Companies is not being conducted, and has not been conducted at any time during the three years prior to the date hereof, in violation of any applicable Law (including, without limitation, the U.S. Foreign Corrupt

Practices Act, the UK Bribery Act 2010 and the PRC anti-bribery Laws, in each case as supplemented, amended, re-enacted or replaced from time to time) or Governmental Order applicable to the Group Companies in any material respect. Except as disclosed in the Issuer SEC Documents, the Group Companies have all Consents that are required in order to carry on their business as presently conducted. All such Consents are in full force and effect and, to the knowledge of the Warrantors, no suspension or cancellation of any of them is threatened. The Issuer has complied with the applicable listing and corporate governance rules and regulations of the NASDAQ in all material respects, other than the failure to timely file its annual report on Form 20-F for the year ended December 31, 2020 (the “2020 Annual Report”). The Issuer has taken no action designed to, or reasonably likely to have the effect of, delisting the ADSs from the NASDAQ, other than the failure to timely file the 2020 Annual Report. There are no proceedings pending or, to the knowledge of the Warrantors, threatened against the Issuer relating to the continued listing of the ADSs on NASDAQ and the Issuer has not received any notification that the SEC or the NASDAQ is contemplating suspending or terminating such listing (or the applicable registration under the Exchange Act related thereto).

Section 5.6 Bankruptcy; Insolvency. None of the Group Companies has taken any steps to seek protection pursuant to any bankruptcy Law nor do the Warrantors have any knowledge or reason to believe that any creditor of the Group Companies intends to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact that would reasonably lead a creditor to do so, other than the Statutory Demand. The Group Companies, individually and on a consolidated basis, will not be Insolvent (as defined below). For purposes of this Section 5.6, “Insolvent” means, with respect to any Person (i) the present fair saleable value of such Person’s assets is less than the amount required to pay such Person’s total Indebtedness (excluding for such purposes outstanding principal and interest payments due on the Original Note or the New Note, as applicable), (ii) such Person is unable to pay its debts and Liabilities, subordinated, contingent or otherwise, as such debts and Liabilities become absolute and matured, excluding for such purposes outstanding principal and interest payments due on the Original Note, (iii) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) such Person has unreasonably low capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

Section 5.7 Transactions With Affiliates. All related party transactions required to be disclosed under applicable rules of the NASDAQ or the applicable securities Law have been accurately described in the Issuer SEC Documents in all material respects. Any such related party transaction was entered into on terms and conditions no less favorable to the Issuer or its applicable Subsidiary than those applicable in comparable transactions between independent parties acting at arm’s length.

Section 5.8 Capitalization.

(a) The authorized share capital is US\$150,000 divided into 150,000,000 shares of a par value of US\$0.001 each, comprising of (i) 112,000,000 Class A Ordinary Shares, (ii) 8,000,000 Class B Ordinary Shares and (iii) 30,000,000 shares of a par value of US\$0.001 each of such class or classes (however designated) as the Board may determine in accordance with the Issuer’s memorandum and articles of association. As of the date hereof, there are 28,754,852 Class A Ordinary Shares issued and outstanding (excluding 517,454 treasury shares), and 6,571,429

Class B Ordinary Shares issued and outstanding. As of the date hereof, the maximum aggregate number of shares which may be issued pursuant to all awards under the 2017 Share Incentive Plan of the Issuer (the “ESOP”) as disclosed in the Issuer SEC Documents is 1,307,672 Class A Ordinary Shares. Except as set forth in the ESOP, the Issuer has no outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the shareholders of the Issuer on any matter. Except as disclosed in the Issuer SEC Document, the Class A Ordinary Shares held by Qudian, all issued and outstanding Ordinary Shares have been duly authorized and validly issued and are fully paid and non-assessable, are free of preemptive rights, were issued in compliance with applicable U.S. and other applicable securities Laws and the ADSs have been duly listed and admitted and authorized for trading on the NASDAQ.

(b) Except as set forth above in Section 5.8(a), there are no outstanding (A) shares of capital stock or voting securities of the Issuer, (B) securities of the Issuer convertible into or exchangeable for shares of capital stock or voting securities of the Issuer or (C) preemptive or other outstanding rights, options, warrants, conversion rights, “phantom” stock rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Issuer to issue or sell any Equity Securities of the Issuer, and no securities or obligations evidencing such rights are authorized, issued or outstanding.

(c) Except as disclosed in the Issuer SEC Documents, to the knowledge of the Issuer, there are no registration rights, rights of first offer, rights of first refusal, tag-along rights with respect to the securities of the Group Companies that have been granted to any Person.

(d) All outstanding shares of capital stock or other securities or ownership interests of the Group Companies are duly authorized, validly issued, fully paid and non-assessable and all such shares or other securities or ownership interests in any of such Group Companies (excluding the equity interests of the VIE Entities subject to the Control Documents) are owned, directly or indirectly, by the Issuer free and clear of any Encumbrance, except for restrictions arising under the Securities Act or as disclosed in the Issuer SEC Documents or created by virtue of the transactions under the Refinancing Documents.

(e) Schedule 3 sets forth a complete structure chart showing each of the direct and indirect Subsidiaries of the Issuer and each VIE Entity, and indicating the ownership and Control relationships and equity percentage ownership interests among all such entities as of the date of this Agreement.

Section 5.9 Title to Assets.

(a) Each Group Company is the sole legal and beneficial owner of the assets which it charges or purports to charge or creates or purports to create Security Interests under any Security Document.

(b) No Security Interest exists over all or any of the present or future assets of any member of the Group other than Permitted Liens or as permitted pursuant to the terms and conditions of the New Note.

Section 5.10 Indebtedness; Undisclosed Liabilities.

(a) Schedule 5 sets out a true and complete schedule describing all Existing Pre-Restructuring Indebtedness.

(b) Except for (i) Liabilities reflected on, reserved against, or disclosed in the unaudited consolidated balance sheet as of June 30, 2021, (ii) Liabilities incurred since June 30, 2021 in the ordinary course of business, (iii) any other undisclosed Liabilities that are not material to the Group on a consolidated basis, and (iv) any Liabilities incurred in connection with or as a result of any of the transactions contemplated by any of the Refinancing Documents, none of the Group Companies have any Liabilities that, individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect.

Section 5.11 SEC Matters. The Issuer has filed or furnished, as applicable, on a timely basis, all Issuer SEC Documents, other than the failure to timely file the 2020 Annual Report. None of the Subsidiaries of the Issuer is required to file periodic reports with the SEC pursuant to the Exchange Act. As of their respective effective dates (in the case of the Issuer SEC Documents that are registration statements filed pursuant to the requirements of the Securities Act) and as of their respective SEC filing dates (in the case of all other Issuer SEC Documents), or in each case, if amended prior to the date hereof, as of the date of the last such amendment: (A) each of the Issuer SEC Documents complied in all material respects with the applicable requirements of the Securities Act or the Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and any rules and regulations promulgated thereunder applicable to the Issuer SEC Documents (as the case may be) and (B) none of the Issuer SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 5.12 Financial Statements.

(a) The financial statements (including any related notes) contained in the Issuer SEC Documents: (A) complied in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, (B) were prepared in accordance with the Accounting Standards applied on a consistent basis throughout the periods covered thereby (except (a) as may be otherwise specifically provided in such financial statements or the notes thereto, or (b) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed to summary statements) and (C) fairly present in all material respects the consolidated financial position of the Issuer and its Subsidiaries as of the respective dates thereof and the consolidated results of operations and cash flows of the Issuer and its Subsidiaries for the periods covered thereby, in each case except as disclosed therein and as permitted under the Exchange Act.

(b) None of the Group Companies is a party to, nor has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract relating to any transaction or relationship between or among one or more of the Group Companies, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand), or any

“off-balance sheet arrangements” (as defined in Item 303(a) of Regulation S-K promulgated by the SEC), where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material Liabilities of, the Issuer or any of its Subsidiaries in the Issuer’s or such Subsidiary’s published financial statements or other Issuer SEC Documents. There are no unconsolidated Subsidiaries of the Issuer or any off-balance sheet arrangements of any type (including any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act) nor any obligations to enter into any such arrangements.

Section 5.13 Internal Control and Procedures. The Issuer has established and maintains a system of internal control over financial reporting (as defined in Rule 13a-15 or 15d-15, as applicable, under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of financial reporting, including policies and procedures that (A) mandate the maintenance of records that in reasonable detail accurately and fairly reflect the material transactions and dispositions of the assets of the Issuer, (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with the Accounting Standards throughout the periods covered thereby, and that receipts and expenditures of the Issuer are being made only in accordance with appropriate authorizations of management and the Board and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Group. Save as disclosed in the Issuer SEC Documents, there are no material weaknesses or significant deficiencies in the Company’s internal controls. The Issuer’s auditors and the audit committee of the Board have not been advised of any fraud, whether or not material, that involves management or other employees who have a significant role in the Issuer’s internal controls over financial reporting. Since December 31, 2020, there has been no change in the Issuer’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Issuer’s internal control over financial reporting, except for the implementation of certain measures to address the material weakness in the Issuer’s internal control over financial reporting that has been disclosed in the Issuer SEC Documents.

Section 5.14 Absence of Changes. Since June 30, 2021, the Group Companies have conducted their business in the ordinary course of business and except as disclosed in the Issuer SEC Documents, there has not been:

(a) any declaration, setting aside or payment of any dividend or other distribution with respect to any securities of the Issuer or any of its Subsidiaries (except for dividends or other distributions by any Subsidiary to the Issuer or to any of the Issuer’s wholly owned Subsidiaries);

(b) any issuances or sales of Equity Securities of the Issuer or any of its Subsidiaries or any redemption, share splits, reclassifications, share dividends, share combinations or other recapitalizations of any such Equity Securities other than pursuant to the ESOP;

(c) any amendment to the Charter Documents of any Group Company;

(d) any redemption or repurchase of any Equity Securities of any Group Company; or

(e) any entry into any Contract or other document in respect of any of the foregoing.

Section 5.15 Contracts. Schedule 6 sets out a list identifying the Payment Contracts and the parties thereto. The Group Companies are not and, to the knowledge of the Warrantors, each other Party thereto, are not in default under, or in breach or violation of, any material terms of the Payment Contracts. To the knowledge of the Warrantors, no event, fact or circumstance has occurred that will have or is reasonably expected to adversely impact the renewal or extension of any Payment Contract in any material respect.

Section 5.16 Litigation. Except as disclosed in the Issuer SEC Documents and to the knowledge of the Issuer, any officer and director of any of the Group Companies in their capacities as such, there are no pending or threatened Actions by any Governmental Authority or by any other Person against the Issuer or any of its Subsidiaries or any proceedings that seek to restrain or enjoin the consummation of the transactions under the Refinancing Documents.

Section 5.17 Intellectual Property. All (i) registered or unregistered, patents, patentable inventions and other patent rights (including any divisions, continuations, continuations-in-part, reissues, reexaminations and interferences thereof); (ii) trademarks, service marks, trade dress, trade names, taglines, brand names, logos and corporate names and all goodwill related thereto; (iii) copyrights, mask works and designs; (iv) trade secrets, know-how, inventions, processes, procedures, databases, confidential business information and other proprietary information and rights; (v) computer software programs, including all source code, object code, specifications, designs and documentation related thereto; and (vi) domain names, Internet addresses and other computer identifiers, in each case that is material to the business of the Group Companies taken as a whole as currently being conducted (the "Intellectual Property") is either (a) owned by the Issuer or one or more of its Subsidiaries or (b) is used by the Issuer or one or more of its Subsidiaries pursuant to a valid license. To the knowledge of the Warrantors, there are no material infringements or other material violations of any Intellectual Property owned by the Group Companies by any third party. Each Group Company has taken all necessary actions to maintain and protect each item of material Intellectual Property. The conduct of the business of the Group Companies does not infringe or otherwise violate any intellectual property or other proprietary rights of any other Person in material respects, and there is no Action pending or, to the knowledge of the Warrantors, threatened alleging any such infringement or violation or challenging the rights of the Group Companies in or to any Intellectual Property which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.18 Employment Matters.

(a) None of the Group Companies is a Party to or bound by any collective bargaining agreement or other labor union contract applicable to Persons employed by such Group Companies. There are no unfair labor practice complaints pending, or to the knowledge of the Warrantors, threatened, against the any of the Group Companies before any Governmental Authority. Each of the Issuer and its Subsidiaries complies with all applicable Laws relating to employment and employment practices (including without limitation, terms and conditions of employment, termination of employment, mandatory severance benefits, pension programs, social insurance programs, employee health and safety, equal employment, employment of veterans and

the handicapped, and prohibition of discrimination) in all material aspects. There is no material claim with respect to payment of wages, salary, overtime pay, withholding individual income taxes, social security fund or housing fund that has been asserted and is now pending or, to the knowledge of the Warrantors, threatened before any Governmental Authority with respect to any persons currently or formerly employed by the Issuer or any of its Subsidiaries.

(b) Each Employee Benefit Plan is in compliance in all material respects with its terms and the requirements of all applicable Laws. All employer and employee contributions to each Employee Benefit Plan required by the terms of such Employee Benefit Plan or by applicable Laws have been made, or, if applicable, accrued in accordance with normal accounting practices and in compliance in all material respects with its terms and the requirements of all applicable Laws. Each Employee Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable Governmental Authorities.

Section 5.19 Subsidiary Rights. Each of the Group Companies has the unrestricted right to vote, and (subject to limitations imposed by applicable Law) to receive dividends and distributions on, all capital securities of its Subsidiaries.

Section 5.20 Tax Status. Except as disclosed in the Issuer SEC Documents, each of the Group Companies (i) has made or filed in the appropriate jurisdictions all material foreign, federal and state income and all other Tax returns required to be filed or maintained in connection with the calculation, determination, assessment or collection of any and all federal, state, local, foreign and other Taxes, including all amended returns required as a result of examination adjustments made by any Governmental Authority responsible for the imposition of any Tax (collectively, the “Returns”), and such Returns are true, correct and complete in all material respects, and (ii) has paid all material Taxes and other governmental assessments and charges shown or determined to be due on such Returns, except those being contested or will be contested in good faith. Except as disclosed in the Issuer SEC Documents, none of the Group Companies have received notice regarding unpaid foreign, federal and state income in any amount or any Taxes in any amount claimed to be due by the taxing authority of any jurisdiction, and the Issuer is not aware of any reasonable basis for such claim. No Returns filed by or on behalf of any Group Company with respect to Taxes are currently being audited, and neither the Issuer nor any of its Subsidiaries has received notice of any such audit.

Section 5.21 Tax Election. No Tax elections under the income Tax Laws of the United States have been made with respect to any Group Company other than Secoo Inc.

Section 5.22 Transfer Taxes. Upon Closing, all Taxes (other than income or similar Taxes) which are required to be paid in connection with the issuance of the New Note and the Guarantees to the Holder hereunder will be, or will have been, fully paid or provided for by the Issuer, and all Laws imposing such Taxes will be or will have been complied with.

Section 5.23 VIE Entities. The Issuer Controls the VIE Entities through the Control Documents, and there is no enforceable agreement or understanding to rescind, amend or change the nature of such captive structure or the terms of the Control Documents.

Section 5.24 Disclosure. The Warrantors understand and confirm that the Holder will rely on the foregoing representations in effecting the Refinancing. No statement made by the Warrantors in this Agreement, any other Refinancing Documents or exhibits and schedules attached hereto and thereto or in any certificate or schedule furnished by or on behalf of the Warrantors to the Holder or any of its representatives in connection with the transactions contemplated hereby and thereby contains any untrue statement of a material fact or omits or states a material fact necessary in order to make the statements contained herein or therein not misleading.

Section 5.25 Repeating Representations and Warranties.

(a) All of the representations and warranties set out in this Article V are made by each of the Warrantors on the date of execution of this Agreement.

(b) The representations and warranties set out in this Article V are deemed to be made by each Warrantor on the Effective Refinancing Date and the date of execution of each Refinancing Document. The representations and warranties set out in this Article V (other than those representations and warranties which address matters only as of a particular date and representations and warranties under Sections 5.10, 5.14, 5.16 and 5.24) are deemed to be made on the first day of each interest period, each date on which any notice of redemption is given, any applicable redemption date or any other date on which principal amounts of the New Note are redeemed, in each case in accordance with the terms and conditions of the definitive New Note.

(c) Each representation or warranty deemed to be made after the date of execution of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

ARTICLE VI
UNDERTAKINGS OF THE WARRANTORS

Section 6.1 Obligations of the Group Companies. On and from the date of this Agreement, each of the Group Companies shall, and the Controlling Shareholder shall procure the Group Companies to, comply with the covenants under Articles IV (other than Section 4.1) to V and Section 8.2 of the form of the New Note in Exhibit 1, which are hereby incorporated by reference in this Agreement with immediate effect and form an integral part hereof.

Section 6.2 Continuing Obligations of the Group Companies. On and from the date of execution of this Agreement, each of the Group Companies shall comply with the following undertakings:

(a) Conduct of Business. Each Group Company shall operate its business and activities in the ordinary course, in a manner that is consistent with past practice and in material compliance with all applicable Laws, and in such a manner as to ensure that no act or event occurs that would reasonably be expected to result in any breach of the representations and warranties of the Warrantors (as if such representations and warranties were repeated each day immediately prior to the Effective Refinancing Date). None of the Group Companies shall change in any material respect the conduct of its businesses, operations and activities or the arrangements by which it presently conducts such business, operations or activities (including the intercompany

arrangements between each Group Company). None of the Group Companies shall sell, assign, transfer or license, whether exclusively or non-exclusively, any of the material Intellectual Property of the Group, including for such purposes all or any of the e-commerce platforms, Internet websites, domain names, brand names and designs (including “寺库” or “Secoo” brand names and marks), mobile applications and any other Intellectual Property comprised in and material to the conduct of the business of the Group as presently conducted, to any other Person.

(b) Payment Contracts; Bank Accounts.

(i) Except with the prior written consent of the Holder, none of the Payment Contracts of the Group shall be assigned, transferred or otherwise novated to any entity other than another Group Company.

(ii) The Issuer shall, and shall cause the Group Companies to, notify the Holder in writing of any change to the collection bank accounts that have been designated for receipt of sale proceeds under the Payment Contracts (each, a “Collection Bank Account”) within three Business Days of having instructed the applicable payment services provider to change such Collection Bank Account. The notice provided to the Holder shall identify the Payment Contract in respect of which such change has been instructed and shall provide details of the new Collection Bank Account and the Group Company in whose name such Collection Bank Account is maintained.

(c) Information Reporting. The Issuer shall provide the Holder with the following information for so long as any amounts due and owing under the New Note Documents have not been paid, satisfied or otherwise discharged in full:

(i) on the date on which the Issuer publicly announces its quarterly financial results or delivers the quarterly financials to the Holder pursuant to Section 4.4(a) of the New Note, a quarterly inventory report on (x) the consolidated total assets and net assets of the Group, and (y) the total assets and inventories of each Material Subsidiary; in each case, to be certified as true and correct and stamped with the company seal of the Issuer and each such Material Subsidiary;

(ii) within 15 days of the completion of any transaction by any Subsidiary that would result in such Subsidiary becoming a Material Subsidiary, a written notification to the Holder including a general description of such transaction and the key terms thereof;

(iii) within three Business Days of having instructed the applicable payment services provider to change the Collection Bank Accounts, written notification to the Holder including a general explanation of the rationale for such change and attaching a copy of such instruction;

(iv) within three Business Days of the execution or delivery of a new Payment Contract, written notification to the Holder including a copy of such duly executed Payment Contract;

(v) upon the execution and delivery of any definitive documentation for the establishment of a Permitted JV Entity, a written notification including information on (a) any Permitted JV Asset Transfer to be effected to such Permitted JV Entity, (b) the key terms of the transaction documentation governing the joint venture and (c) the proposed percentage equity interests of each joint venture partner and the applicable Group Company in such Permitted JV Entity;

(vi) the details of any litigation, arbitration, administrative or other proceedings which are made known to any Group Company that is current, threatened or pending and which would or would be reasonably likely to, if adversely determined, result in a Termination Event; and

(vii) the occurrence of any event or circumstance that may have a Material Adverse Effect on the ability of the Holder to exercise any of the rights, powers and remedies under the Refinancing Documents or that would, or would be reasonably likely to, result in a Default (as defined in the New Note) under the New Note.

(d) Guarantees; Security Interests.

(i) Each Group Company shall cause each Person that becomes a Subsidiary following the Effective Refinancing Date to, within five days of the date on which such Person has become a Subsidiary, (x) execute and deliver to the Holder its Guarantee in the form of the Onshore Guarantee or the Offshore Guarantee, as applicable, (y) execute and deliver to the Holder the Subordination Agreement and (z) take all actions required pursuant to the Refinancing Documents to be undertaken by a Guarantor.

(ii) Each Group Company shall procure the pledge from time to time of all Equity Securities held by it in a Permitted JV Entity pursuant to a valid and effective Equity Pledge and shall cause the execution and delivery of the Equity Pledge to the Holder within five (5) Business Days and the registration and filing of such Equity Pledge and the Security Interests created thereunder with the applicable Governmental Authorities within 15 days of the issuance or acquisition of the applicable Equity Securities; *provided that* no Default (as defined in the New Note) shall occur in respect of any failure to register the Security Documents under applicable SAFE rules and regulations and *provided further that* where any such failure is due to the Holder's failure to provide documents required for such registrations or filings that have been requested by the Issuer, in which case such 15 day period shall be extended by a further 15 day period following the date on which the Holder provides all such required documents to the satisfaction of the applicable Governmental Authorities.

(e) The Holder shall undertake the registrations and filings of the Security Documents for and on behalf of the Issuer or any applicable Guarantor or Permitted JV Entity, provided that in such instances, the applicable Group Company or Permitted JV Entity (as applicable) shall cooperate with the Holder to facilitate such registrations and filings and shall provide all documents requested by the Holder for the purposes of effecting such filings within ten (10) Business Days of such request by the Holder or such other timeframe as may be specified by the Holder in such written request, and *provided further* that where the applicable Group Company

or Permitted JV Entity has failed to provide any such assistance, cooperation or documents as requested by the Holder in respect of any such filing or registration, such failure shall be deemed to be a Default (as such term is defined in the definitive terms and conditions of the New Note). For the avoidance of doubt, failure to register the Security Documents under applicable SAFE rules and regulations shall not be deemed to a Default (as such term is defined in the New Note).

(f) Freeze on Compensation and Incentives of Founder and Affiliates. Until such time as the New Note has been redeemed in full, the following restrictions on executive privileges and compensation shall apply to each Group Company:

(i) other than as previously granted pursuant to award agreements under the ESOP, none of the Group Companies shall pay or accrue any bonus, commissions, incentive compensation or any similar form of monetary benefit to the Founder and his Affiliates (the "Restricted Persons") except with the prior written consent of the Holder; and

(ii) in the event that any payments or awards have been made or granted to any Restricted Person in breach of the provisions of this Section 6.2(f), the Group Companies shall indemnify the Holder for an amount equivalent to the aggregate of such bonuses, compensations or other commissions, fees and analogous payments paid to such Restricted Person.

(g) Maintenance of Listing. The Issuer shall comply with the minimum listing maintenance requirements of the Nasdaq Global Market, or if any non-compliance is continuing, to comply with any plan approved by the Nasdaq Global Market to regain compliance.

Section 6.3 Continuing Obligations of the Group Companies. Each of the Group Companies shall, and the Controlling Shareholder shall procure the Group Companies to, give effect to and facilitate the exercise by the Holder of its rights as set out in Article VII hereof and the New Note Documents and to promptly do all acts or things required or necessary for the purposes of giving effect thereto.

ARTICLE VII **RIGHTS OF THE HOLDER**

Section 7.1 Board Representation. For so long as any amounts remain outstanding and unpaid under the Refinancing Documents:

(a) the Holder shall have the right to nominate one director to the Board and each of the Controlling Shareholder and the Issuer shall promptly cause and take all actions to support, give effect to and otherwise agree not to take any action to prevent, the appointment or election of the Holder Director, including convening a Board meeting and effecting such appointment in accordance with the Charter Documents of the Issuer, and in the case of an election, (i) nominating such individual to be elected as a director, (ii) recommending to the shareholders the election of such director in any meeting of shareholders to elect directors, including soliciting proxies in favor of such election, (iii) including such nomination and recommendation in respect such individual in the notices for any meeting of shareholders to elect directors, and (iv) expanding

the size of the Board in order to appoint such director, and (v) in the case of the Controlling Shareholder, voting its Equity Securities in favor of such election;

(b) in the event that the Holder Director vacates his or her Board seat due to any reason, including retirement, resignation, death, disability or removal, the Holder shall have the exclusive right to designate a replacement to fill such vacancy, and each of the Controlling Shareholder and the Issuer shall promptly cause the appointment or election of such individual; and

(c) at any meeting of the Board, or any annual general or other meeting of the shareholders of the Issuer, when and if held, at which the Holder Director is up for reappointment, each of the Controlling Shareholder and the Issuer shall cause such director to be re-appointed.

ARTICLE VIII **TERMINATION**

Section 8.1 Termination Events. The Holder shall be entitled to terminate this Agreement with immediate effect by notice in writing to the Issuer upon the occurrence of any of the following events (each a "Termination Event"):

(a) any of the Refinancing Conditions are not met by the Long-Stop Date, or any Refinancing Condition has ceased to be capable of satisfaction;

(b) any breach of the Solvency Requirements;

(c) any representation or warranty made by the Warrantors as set out in Article V, or any information provided to the Holder by the Issuer or any of the Group Companies pursuant to Section 6.2(c) prior to the Closing is untrue when made and such breach is not remedied or cured within two days after the date on which such breach first occurs, such that the conditions specified in Section 4.1 would not be satisfied at the Long-Stop Date or Effective Refinancing Date (as applicable);

(d) any breach or non-compliance by any of a Group Company or the Controlling Shareholder of any of their respective obligations, covenants and undertakings under this Agreement other than those described in Sections 8.1(b) and 8.1(c), which shall be governed by those sections; or

(e) any additional material default by the Issuer of any of its obligations under the Original Note Documents other than the Existing Defaults, on or after the date of execution of this Agreement.

The foregoing Termination Events are intended solely for the benefit of the Holder. Each of the Issuer and the Controlling Shareholder shall, and shall cause each of the other Group Companies to, immediately on the occurrence of any Termination Event or any breach of this Agreement, notify the Holder in writing with reasonable details thereof.

Section 8.2 Termination by the Issuer. The Issuer may terminate this Agreement if the Holder breaches its standstill obligations under Section 2.1 by the giving of written notice to the

Issuer. Other than as set out in Section 8.1 and this Section 8.2, no other Party to this Agreement shall have the right to unilaterally terminate this Agreement without the mutual agreement of the Holder and the Issuer.

Section 8.3 Effect of Termination.

(a) The rights and obligations of each Party under this Agreement except for those set out in Article VIII and Article IX which will survive such termination, will cease immediately with effect from the date of such termination pursuant to this Article VIII. For the avoidance of doubt, the termination of this Agreement does not affect the rights of the Holder accrued and existing under this Agreement at or prior to the time of termination and under the Original Note Documents.

(b) Nothing in this Section 8.3 shall be interpreted to restrict the Holder from enforcing its rights under the Original Note Documents following termination of the Standstill Period in respect of any of the Existing Defaults (or any other defaults thereunder) or from instituting any debt recovery actions or security enforcement proceedings in respect of amounts owing under the Original Note Documents in any competent jurisdiction. The Holder shall have all rights and remedies available to it under the Original Note Documents, any applicable Laws or otherwise with respect to any defaults (including the Existing Defaults).

ARTICLE IX
COVENANTS; MISCELLANEOUS

Section 9.1 Successors and Assigns; Third Party Beneficiaries. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties whose rights or obligations hereunder are affected by such provisions. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Group Company or the Controlling Shareholder (whether by operation of Law or otherwise) without the prior written consent of the Holder, or by the Holder (whether by operation of Law or otherwise) without the prior written consent of the Issuer; *provided that* (a) no prior written Consent of the Issuer shall be required for (i) any sale or transfer of the Original Note and (b) upon the Note Exchange having been effected, any assignment or transfer by the Holder of its rights, title and interest in and under this Agreement or any of the other Refinancing Documents shall be effected in accordance with the terms of the New Note. A Person who is not a Party to this Agreement (but excluding for such purposes any permitted successors or assignees referred to in this Section 9.1) shall not have any right under the Contracts (Rights of Third Parties) Ordinance.

Section 9.2 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong.

Section 9.3 Dispute Resolution.

(a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the Original Note Documents (including a dispute regarding the existence, validity or termination of this Agreement) (each, a “Dispute”).

(b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Section 9.3 is for the benefit of the Holder only. The Holder shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Holder may take concurrent proceedings in any number of jurisdictions.

Section 9.4 Maintenance of Address of Service. The Issuer's registered address for service shall be 16/F Tower 5, The Gateway, Harbor City, Tsim Sha Tsui, Kowloon, Hong Kong Room A106, the registered office of Hong Kong Secoo Investment Group Limited where notices and demands to or upon the Issuer in respect of this Agreement may be served. If at any time the Issuer shall fail to maintain such required address for service or shall fail to provide the Holder with any new address in the event of a change of address, such notices and demands may be made or served at the registered office of the Issuer in the Cayman Islands.

Section 9.5 Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand-delivered to the other Parties, upon delivery; (b) when sent by facsimile or electronic mail at the number set forth in Schedule 4, upon receipt of confirmation of error-free transmission; (c) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other Parties as set forth in Schedule 4; or (d) three (3) Business Days after deposit with an overnight delivery service, postage prepaid, addressed to the other Parties as set forth in Schedule 4 with next-business-day delivery guaranteed, *provided* that the sending Party receives a confirmation of delivery from the delivery service provider. Each Person communicated hereunder by facsimile or electronic mail shall promptly confirm by telephone with the Person to whom such communication was addressed the receipt of each communication made by it by facsimile or electronic mail pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A Party may change or supplement the addresses given hereunder, or designated additional addresses, for purposes of this Section 9.5, by giving the other Parties written notice of the new address in the manner set forth above.

Section 9.6 Cumulative Rights; Exclusive Remedy. Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party. Without limiting the foregoing, the Parties hereto acknowledge and agree irreparable harm may occur for which monetary damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to address breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

Section 9.7 Reservation of Rights. Except as otherwise expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict

the ability of the Holder to protect and preserve any of its rights, remedies and interests, including without limitation its claims against the Controlling Shareholder or any of the Group Companies, or its full participation in any bankruptcy case filed by the Controlling Shareholder or any of the Group Companies. If the Refinancing is not consummated, or if this Agreement is terminated in accordance with its terms for any reason, the Parties hereto fully reserve any and all of their respective rights. This Agreement shall not be admitted into evidence in any proceeding other than a proceeding to enforce its terms.

Section 9.8 Fees and Expenses. The Parties will bear their respective expenses incurred in connection with the negotiation, execution and delivery of this Agreement and the other Refinancing Documents and the consummation of the transactions contemplated hereby and thereby; provided that the Issuer shall reimburse the Holder for all costs and expenses incurred by the Holder in an amount not exceeding US\$300,000. For the avoidance of doubt, the Issuer shall only be required to reimburse the Holder for costs and expenses under this Section 9.8 or section 8.10 of the New Note, and shall in no event be required to make reimbursement under both this Note and the Refinancing Agreement.

Section 9.9 Confidentiality.

(a) The terms and conditions of this Agreement and the other Refinancing Documents, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, including their existence, and all information furnished by any Party hereto and by representatives of such Party to any other Party hereof or any of the representatives of such Party, including any non-public information concerning the organization, structure, business or financial results or condition of the Issuer or any other Group Company (collectively, the "Confidential Information"), shall be considered Confidential Information and shall not be disclosed by any Party hereto to any third Party except in accordance with the provisions set forth below.

(b) Notwithstanding the foregoing, each Party may disclose (i) the Confidential Information to its current investors, Affiliates and its and their respective employees, officers, directors, representatives, advisors, bankers, accountants or legal counsels who need to know such information, in each case only where such Persons are informed of the confidential nature of the Confidential Information and are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 9.9 and *provided that* such Party shall be responsible for any breach by such Persons of such nondisclosure obligations, and (ii) the Confidential Information to any Person to which disclosure is approved in writing by the other Parties.

(c) Subject to Section 9.9(e), in the event that any Party is requested by any Governmental Authority or becomes legally compelled (including, pursuant to any applicable Tax, securities or other Laws of any jurisdiction) to disclose the existence of this Agreement or any Confidential Information, such Party (the "Disclosing Party") shall provide the other Parties with prompt written notice of that fact and shall consult with the other Parties regarding such disclosure. At the request of any other Parties, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other Parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish

only that portion of the information that is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information. For the avoidance of doubt, nothing in this Section 9.9 will prevent any Party from making any disclosures to a court of competent jurisdiction in connection with any claims made under the Refinancing Documents, including claims made pursuant to Section 9.3.

(d) Notwithstanding any other provision of this Section 9.9, the confidentiality obligations of the Parties shall not apply to: (i) information which a restricted Party learns from a third Party which the receiving Party reasonably believes to have the right to make the disclosure, *provided* the restricted Party complies with any restrictions imposed by the third Party; (ii) information which is rightfully in the restricted Party's possession prior to the time of disclosure by the protected Party and not acquired by the restricted Party under a confidentiality obligation; or (iii) information which enters the public domain without breach of confidentiality by the restricted Party.

(e) Prior to the issuance of any public disclosures regarding the Refinancing, the Issuer shall consult with the Holder as to the form and substance of such public disclosures related to this Agreement or the transactions contemplated hereby, and shall afford the Holder a reasonable opportunity to review and comment on any such announcement or disclosure prior to the applicable announcement or disclosure.

Section 9.10 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the Parties. In such event, the Parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly reflects the Parties' intent in entering into this Agreement.

Section 9.11 Amendments and Waivers. Any provision in this Agreement may be amended only with the prior written consent of all the Parties (in the case of any amendments). Notwithstanding the foregoing, the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Party against whom such waiver is sought. Any amendment or waiver effected in accordance with this Section 9.11 shall be binding upon all of the Parties or the relevant Party (as the case may be) and their respective successors and assigns.

Section 9.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party, nor shall it be construed to be a waiver of any such breach or default, or of an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall it be construed to be any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or

conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any Party, shall be cumulative and not alternative.

Section 9.13 No Presumption. The Parties acknowledge that any applicable Law that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

Section 9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures in portable document format (PDF) shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 9.15 Entire Agreement. This Agreement and the other Refinancing Documents, together with all schedules and exhibits hereto and thereto, constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and thereof, and supersede all other agreements between or among any of the Parties with respect to the subject matters hereof and thereof.

Section 9.16 No Fiduciary Duty. The Parties acknowledge and agree that nothing in this Agreement or the other Refinancing Documents shall create any fiduciary duty between the Holder or its Affiliates and the Group.

Section 9.17 Effectiveness and Validity. This Agreement shall become effective upon execution and delivery of this Agreement by each Party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
SECOO HOLDING LIMITED

/s/ Rixue Li

Name: Rixue Li
Designation: Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
SIKU HOLDING LIMITED

/s/ Rixue Li

Name: Rixue Li
Designation: Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
**Hongkong Secoo Investment Group
Limited**

/s/ Rixue Li

Name: Rixue Li
Designation: Executive Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
SECOO Inc.

/s/ Rixue Li

Name: Rixue Li
Designation: Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
SECOO ITALIA SRL

(Company Seal)

/s/ Yinzuo Liu

Name: Yinzuo Liu
Designation: Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

库天下 (北京) 信息技术有限公司

(Company Seal)

/s/ Rixue Li

Name: Rixue Li

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

寺库免税品（海南）有限公司

(Company Seal)

/s/ Xiangjun Meng _____

Name: Xiangjun Meng

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

寺库 (海南) 国际电子商务总部有限公司

(Company Seal)

/s/ Shaojun Chen

Name: Shaojun Chen

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
北京我卖我拍拍卖有限公司

(Company Seal)

/s/ Rixue Li

Name: Rixue Li
Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
北京寺库商贸有限公司

(Company Seal)

/s/ Rixue Li

Name: Rixue Li
Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

北京至一恒盛技术服务有限公司

(Company Seal)

/s/ Rixue Li

Name: Rixue Li

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

上海寺库电子商务有限公司

(Company Seal)

/s/ Xiangjun Meng _____

Name: Xiangjun Meng

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

北京寺库国际旅行社有限公司

(Company Seal)

/s/ Xiangjun Meng

Name: Xiangjun Meng

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

北京寺库天下投资有限公司

(Company Seal)

/s/ Xiangjun Meng

Name: Xiangjun Meng

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

宜春寺库电子商务有限公司

(Company Seal)

/s/ Xia Qiang _____

Name: Xia Qiang

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
Secoo Garden Tradings Sdn. Bhd

(Company Seal)

/s/ Rixue Li

Name: Rixue Li
Designation: Director

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
北京库客贸易有限公司

(Company Seal)_

/s/ Xiangjun Meng _____

Name: Xiangjun Meng
Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:

厦门寺库东方日出科技有限公司

(Company Seal)_

/s/ Xiangjun Meng

Name: Xiangjun Meng

Designation: Legal Representative

[Signature Page to Refinancing Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of:
GREAT WORLD LUX PTE. LTD

/s/ Katherine Matarazzo

Name: Katherine Matarazzo
Designation: Director

[Signature Page to Refinancing Agreement]

SCHEDULE 1
GROUP COMPANIES

SCHEDULE 2
DESCRIPTION OF GUARANTEES AND COLLATERAL

SCHEDULE 3
GROUP STRUCTURE

SCHEDULE 4
NOTICE INFORMATION

SCHEDULE 5
EXISTING PRE-RESTRUCTURING INDEBTEDNESS

SCHEDULE 6
PAYMENT CONTRACTS

EXHIBIT 1 – FORM OF NEW NOTE

THIS NOTE AND THE GUARANTEES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY OTHER SECURITIES LAWS. THIS NOTE AND THE GUARANTEES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE ISSUER HAS RECEIVED AN OPINION OF COUNSEL THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

GUARANTEED SENIOR SECURED NOTE

US\$217,738,923

April 19, 2022

Subject to the terms and conditions of this Guaranteed Secured Note (this “Note”), for good and valuable consideration received, Secoo Holding Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”), promises to pay to the order of Great World Lux Pte. Ltd, an exempted company incorporated with limited liability under the laws of Singapore (such party and any transferee, the “Holder”), the principal amount of US\$217,738,923, plus accrued and unpaid interest thereon at the applicable rates provided for in Article II, on April 19, 2024 (the “Maturity Date”) or such earlier date as may be otherwise provided herein.

This Note is issued pursuant to the Refinancing Agreement dated March 4, 2022 between the Issuer, the Holder and other parties thereto (the “Refinancing Agreement”). Capitalized terms used and not defined herein shall have the meaning set forth in the Refinancing Agreement.

The Issuer’s obligations under this Note are fully, irrevocably and unconditionally guaranteed on a secured senior basis, to the extent set forth in the Guarantees, jointly and severally, by each of the Guarantors. In addition, this Note is entitled to the benefits of the guarantee of each party that subsequent to the date of this Note becomes a Guarantor pursuant to the terms hereof. Upon the terms and subject to the conditions set forth in this Note and the other Refinancing Documents, any such party will unconditionally agree that the principal amount of this Note, together with accrued and unpaid interest thereon, will be duly and punctually paid in full when due.

The Issuer, by the issuance and delivery of this Note, agrees to comply with the covenants, undertakings, terms and conditions hereof and acknowledges the rights and entitlements of the Holder as set out herein.

DEFINITIONS

Section 1.1 Definitions.

“Acquired Indebtedness” means, with respect to a specified Person, (a) Indebtedness of any other Person existing at the time such other Person is merged with or into or becomes a Subsidiary of such specified Person or (b) Indebtedness arising from the acquisition of properties or assets by such specified Person prior to such time. Acquired Indebtedness shall be deemed to be incurred on the date the acquired Person becomes a Group Company or the date of the related acquisition of properties or assets from such Person.

“ADSs” means the American depositary shares of the Issuer, two of which represent one Class A Share.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In the case of the Holder, the term “Affiliate” also includes (i) any of the Holder’s general partners, (ii) the fund manager managing or advising the Holder (and general partners and officers thereof), (iii) trusts Controlled by or for the benefit of any such Person referred to in (i) or (ii), and (iv) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by the Holder. “Affiliate” of a Person who is an individual shall also include such Person’s spouse or any person cohabiting as a spouse, child, parent, brother, sister, in-law, grandchild, grandparent, uncle, aunt, nephew or niece.

“Asset Sale” mean any sale, lease, transfer of other disposition (including by way of merger, consolidation, sale-leaseback transaction or similar transaction) in one transaction or a series of related transactions by the Issuer or any other Group Company to any Person other than a Group Company of:

- (a) all or any Equity Interests of any Group Company;
- (b) all or a substantial part of the property and assets of an operating unit or business of any Group Company;
- (c) any other property and assets of any Group Company outside of the ordinary course of business,

provided that (i) any issuances of Equity Interests in any Group Company will be governed by Section 4.16 and (ii) the sale, assignment, transfer, conveyance, lease or other disposition of all or substantially all of the properties or assets of the Group Companies will be governed by Sections 3.3(a) and 5.1(a) and *provided further that*, none of the following items will be deemed to be an Asset Sale:

disposition of properties or assets as contemplated in connection with the Refinancing to the Holder as security for the obligations of the Issuer and the Guarantors under this Note and the Guarantees;

sales of inventory by any Group Company through the electronic commerce platforms of the VIE Trading Entity to retail customers in the ordinary course of business;

sales of inventory owned by the Group Companies (excluding for such purposes the Material Subsidiaries) on a wholesale or business-to-business basis in the ordinary course of business unless such inventory sale is a Related Party Transaction;

sales, transfers or dispositions of assets between Group Companies that are Wholly Owned;

sales or transfers of assets by any Group Company to any Permitted JV Entity which satisfy the requirements of Section 4.12(b)(i)B, *provided that*, and subject to, all of the Equity Interests issued or issuable by such Permitted JV Entity to the applicable Group Companies being pledged as Collateral pursuant to an Equity Pledge in favour of the Holder and *provided further that* such sales and transfers are required under the terms of the corresponding definitive joint venture documentation (copies of which shall be provided to the Holder);

sale, transfer or other disposition disposals of Cash and Cash Equivalents in the ordinary course of business;

the disposition by any Group Company of obsolete or excess equipment or any trade or exchange by the Group Companies of equipment or other properties or assets for equipment or other properties or assets owned or held by another Person (excluding for such purposes any Related Party Transactions), *provided that* the Fair Value of the properties or assets traded or exchanged by such Group Company (together with any cash or Cash Equivalents) is reasonably equivalent to the Fair Value of the properties or assets (together with any cash or Cash Equivalents) to be received by the Issuer or such Group Company;

sales, transfers or other dispositions deemed to occur in connection with the creation or perfection of any Permitted Liens by any Group Company;

an issuance or sale of Equity Interests by a Group Company to the Issuer or any other Group Company; or

the disposition of assets or Equity Interests received in settlement of debts owing to a Group Company as a result of foreclosure, perfection or enforcement of any Lien or debt, which debts were owing to such Group Company;

Permitted Asset Swaps;

dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

The Fair Value of any non-cash proceeds of a disposition of properties or assets and of any properties or assets referred to in the foregoing clauses of this definition shall be determined in the

manner contemplated in the definition of the term “*Fair Value*,” the results of which shall be set forth in an Officer’s Certificate delivered to the Holder.

“Attributable Debt” in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of “Capital Lease Obligation.”

“Board Resolution” means a copy of a written resolution or meeting minutes duly adopted by the board of directors of the Issuer and that is in full force and effect.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the PRC (which for the purpose of this Note excludes Hong Kong, Macau and Taiwan), the Cayman Islands, Hong Kong, New York or Singapore.

“Capital Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, with the amount of Indebtedness represented by such obligation being the capitalized amount of such obligation determined in accordance with GAAP, and the Stated Maturity thereof being the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty. Notwithstanding the foregoing, any lease (whether entered into before or after the date of this Note) that would have been classified as an operating lease pursuant to GAAP as in effect on the Issue Date will be deemed not to represent a Capital Lease Obligation.

“Cash Equivalents” means any of the following:

securities issued or directly and fully guaranteed or insured by the government of the United States of America, the Republic of France or any other country whose sovereign debt has a rating of at least “A3” from Moody’s and at least “A-” from S&P or any agency or instrumentality of any such government (*provided that* the full faith and credit of such government is pledged in support thereof), in each case having maturities of not more than 12 months from the date of acquisition;

direct obligations of the United States of America, any state of the European Economic Area, the People’s Republic of China, Hong Kong and Singapore or any agency of any of the foregoing or obligations fully and unconditionally Guaranteed by the United States of America, any state of the European Economic Area, the People’s Republic of China, Hong Kong and Singapore or any agency of any of the foregoing, in each case maturing within 12 months;

time deposit accounts, certificates of deposit and money market deposits maturing within 12 months or less of the date of acquisition thereof issued by a bank or trust company which is

organized under the laws of the United States of America, any state thereof, any state of the European Economic Area, Hong Kong, Singapore or Australia, and which bank or trust company has capital, surplus and undivided profits aggregating in excess of US\$100 million (or the foreign currency equivalent thereof) and has outstanding debt which is rated “A-” (or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) or any money market fund sponsored by a registered broker dealer or mutual fund distributor;

repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above;

commercial paper having a rating of at least “P-1” from Moody’s or at least “A-1” from S&P and in each case maturing within 12 months after the date of acquisition;

money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d);

time deposit accounts, certificates of deposit, overnight or call deposits and money market deposits with a bank or financial institution which is organized under the laws of the PRC or Hong Kong, or structured deposit products that are principal protected by any bank or financial institution organized under the laws of the PRC or Hong Kong, or any jurisdiction where a Group Company conducts business operations if held to maturity (which shall not be more than one year) and can be withdrawn at any time with no more than six months’ notice;

all items treated as cash under GAAP; and

in the case of Investments by any Group Company, Investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (g) customarily utilized in the countries where such Group Company is located for short-term cash management purposes.

“Class A Shares” means Class A ordinary shares of par value US\$0.001 per share, in the share capital of the Issuer.

“Class B Shares” means the Class B ordinary shares of par value US\$0.001 per share in the share capital of the Issuer.

“Collateral” means any and all property or assets from time to time in which a Security Interest has been or will be granted, whether on the Issue Date or thereafter, pursuant to any Security Document to secure the obligations under this Note or any Guarantee.

“continuing” means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

“Control”, including the terms “Controlled by” and “under common Control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of

securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person or securities that represent a majority of the outstanding voting securities of such Person.

“Default” means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

“Disqualified Stock” means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of such Equity Interest), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Equity Interest (other than in exchange for Equity Interests in the Issuer (other than Disqualified Stock)), in whole or in part, on or prior to the date that is 183 days after the earlier of (a) the date on which no amounts payable under or in respect of this Note and the Restructuring Documents are outstanding and (b) the date on which this Note matures; *provided that* only the portion of such Equity Interest which is mandatorily redeemable or matures or is redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; provided further that any Equity Interests issued pursuant to any plan of the Issuer or any of the Group Companies for the benefit of one or more employees will not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or any of its Affiliates in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability.

“Domestic Subsidiary” means any Group Company that is incorporated or established in the PRC from time to time.

“Equity Interests” means (i) with respect to the Issuer, interests in the equity securities of the Issuer, together with all corresponding rights related to such interests under the organizational documents of the Issuer, and (ii) with respect to any other Person, any interest in the registered capital thereof, share, share capital, equity interest, or other ownership interest in such Person, and in each case of (i) and (ii), including any option, warrant, or right to subscribe for, acquire or purchase any of the foregoing, or any other security or instrument convertible into or exercisable or exchangeable for any of the foregoing, or any equity appreciation, phantom equity, equity plans or similar rights with respect to the Issuer or such other Person (as the case may be), or any Contract of any kind for the purchase or acquisition from the Issuer or such other Person (as the case may be) of any of the foregoing, either directly or indirectly, or any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, that entity.

“Equity Pledge” means, with respect to any Person, an instrument granting a first ranking priority Security Interest over the Equity Interests in such Person.

“Existing Pre-Restructuring Indebtedness” means the bank borrowings of the Issuer and its Subsidiaries on and as of the date of execution of the Refinancing Agreement as disclosed in schedule 5 thereof.

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

“Fair Value” means, with respect to any assets, liabilities, property, business undertaking or Equity Interests, the price that would be paid in an arm’s-length transaction between an unaffiliated, informed and willing seller under no compulsion to sell and an unaffiliated, informed and willing buyer under no compulsion to buy, as determined in good faith by the Issuer.

“Founder” means Mr. Li Rixue.

“Founder HoldCo” means Siku Holding Limited, a business company incorporated under the Laws of the British Virgin Islands.

“Foreign Subsidiary” means any Group Company that is not a Domestic Subsidiary.

“Fundamental Change” shall be deemed to have occurred if any of the following occurs after the Issue Date:

a transaction or series of related transactions (including any consolidation, amalgamation, scheme of arrangement or merger of the Issuer or any of the Material Subsidiaries with or into any other Person, or other corporate reorganization of the Issuer or any of the Material Subsidiaries, or any recapitalization, reclassification or change of the Class A Shares, Class B Shares or the ADSs (other than changes resulting from a subdivision or combination)) in which a Person or group within the meaning of Section 13(d) of the Exchange Act other than the Issuer, its Subsidiaries, the employee benefit plans of the Issuer and its Subsidiaries or any of the Permitted Holders, acquires any Equity Interests in the Issuer or any of the Material Subsidiaries such that, immediately after such transaction or series of related transactions, such Person or group of related Persons holds Equity Interests in the Issuer or such Material Subsidiary representing at least 50% of the outstanding voting power of the Issuer or such Material Subsidiary;

any share exchange, consolidation or merger of the Issuer, or transactions to the similar effect, pursuant to which the Class A Shares, the Class B Shares or the ADSs will be converted into cash, securities or other property of any other Person;

the Permitted Holders cease to Control the Issuer or any Material Subsidiary;

a sale, transfer, lease or other disposition of (i) all or substantially all of the assets of the Issuer or any Material Subsidiary, or (ii) the Issuer and its Subsidiaries, taken as a whole, or in each case, any series of related transactions having such effect, to a Person or group of related Persons other than a Wholly Owned Group Company;

the transfer, licensing or any analogous arrangement by the VIE Entities of all or substantially all of their respective intellectual property other than as permitted under Section 4.12(b)(i)A;

the shareholders of the Issuer or any Material Subsidiary approve any plan or proposal for the liquidation or dissolution of the Issuer or such Group Company; or

the ADSs cease to be listed or quoted on The NASDAQ Global Market or its successor.

“GAAP” means generally accepted accounting principles in the United States, which are in effect from time to time.

“Governmental Authority” means any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative authority, agency, board, bureau, department, instrumentality or commission or any court, tribunal, judicial or arbitral body of competent jurisdiction or stock exchange.

“Group” means the Issuer and its Subsidiaries from time to time established but excludes any Permitted JV Entities and “Group Company” has a correlative meaning.

“guarantee” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or the Secured Obligations.

“Guarantee” means the guarantee by each Guarantor of the Secured Obligations, including obligations under this Note, executed pursuant to the terms of the Refinancing Agreement.

“Guarantor” means each of (a) the Subsidiaries of the Issuer; and (b) any other Subsidiary of the Issuer incorporated from time to time that executes a Guarantee in accordance with the terms of this Note (excluding for such purposes the Permitted JV Entities), and their respective successors and assigns, in each case.

“Incur” means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness, including an “Incurrence” of Acquired Indebtedness; *provided, however*, that neither the accrual of interest nor the accretion of original issue discounts shall be considered an Incurrence of Indebtedness.

“Indebtedness” means, with respect to any Person at any date of determination (without duplication):

(a) all indebtedness (including principal and premium) of such Person for borrowed money;

all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

all reimbursement obligations of such Person in respect of letters of credit, bankers’ acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit, bankers’ acceptances or other instruments plus the aggregate amount of drawings thereunder that have not then been reimbursed);

all obligations of such Person to pay the deferred and unpaid purchase price of property or services, excluding Trade Payables;

all Capitalized Lease Obligations of such Person or Attributable Debt in respect of sale-leaseback transactions;

all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of such Indebtedness shall be the lesser of (A) the Fair Value of such asset at such date of determination and (B) the amount of such Indebtedness;

to the extent not otherwise included in this definition, all Indebtedness of other Persons guaranteed by such Person to the extent such Indebtedness is guaranteed by such Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business);

to the extent not otherwise included in this definition, net obligations under, Interest Rate Agreements; and

all Disqualified Stock issued by such Person, valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, plus accrued dividends.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, *provided*:

(i) that the amount outstanding at any time of Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at the time of its issuance as determined in conformity with GAAP;

(ii) that money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness shall not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest; and

(iii) Indebtedness shall not include any liability for Taxes.

"Interest Period" means each 12 month period commencing on the Issue Date.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement designed to protect against fluctuations in interest rates (including derivative agreements or arrangements), as to which such Person is party or a beneficiary.

“Investments” means, with respect to any Person, (i) all direct or indirect advances, loans or other extensions of credit to another Person, (ii) any capital contribution to another Person (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), (iii) any purchase or acquisition of Equity Interests, Indebtedness, bonds, notes, debentures or other similar instruments or securities issued by another Person; or (iv) any guarantee of any obligation of another Person; excluding, in each case, (a) commission, travel and similar advances to officers and employees made in the ordinary course of business and (b) advances or operational guarantees to customers or suppliers in the ordinary course of business on commercially reasonable terms (excluding for such purposes any Related Party Transactions) in accordance with normal trade practices. If the Issuer or any Subsidiary of the Issuer sells or otherwise disposes of (whether through dilutive issuances or otherwise) any Equity Interests in any direct or indirect Subsidiary of the Issuer such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Issuer (other than the sale of all of the outstanding Equity Interests in such Subsidiary), such Person will be a Permitted JV Entity and the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to the value of the Issuer’s Investments in such Permitted JV Entity that were reflected on the Issuer’s consolidated balance sheet, which shall be no less than the Minimum Valuation Threshold. The acquisition by the Issuer or any Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Subsidiary in such third Person in such amount as reflected on the Issuer’s consolidated balance sheet. Except as otherwise provided in this Note, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value or write-ups, write-downs or write-offs with respect to such Investment.

“Issue Date” means April 19, 2022.

“Law” means any statute, law, ordinance, regulation, rule, code, order, judgment, writ, injunction, decree or requirement of law (including common law) enacted, issued, promulgated, enforced or entered by a Governmental Authority.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to create any mortgage, pledge, security interest, lien, charge, easement or encumbrance of any kind).

“Material Subsidiary” means, at any relevant date of determination, the VIE Trading Entity, Hong Kong Secoo Investment Group Limited, Shanghai Secoo E-commerce Co., Ltd (上海寺库电子商务有限公司), Yichun Secoo E-Commerce Co., Ltd. (宜春寺库电子商务有限公司) and any other Subsidiary of the Issuer that has total assets of at least RMB1 billion (and as at the date of this Note, the Material Subsidiaries are such Subsidiaries of the Issuer as set forth on Annex I).

“Net Cash Proceeds” means:

With respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations (to the extent

corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents (except to the extent such obligations are financed or sold with recourse to any Group Company) and proceeds from the conversion of other property received when converted to cash or Cash Equivalents, net of:

(i) brokerage commissions and other fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale;

(ii) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such Asset Sale without regard to the consolidated results of operations of the Issuer and its Group Companies, taken as a whole;

(iii) payments made to repay Indebtedness or any other obligation outstanding at the time of such Asset Sale that either (i) is secured by a Lien on the property or assets sold or (ii) is required to be paid as a result of such sale, and

(iv) any reserve (including any reserve against any liabilities associated with such Asset Sale and retained by the Issuer or the relevant Group Company) established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such asset or assets, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Cash Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Issuer or such Group Company from such escrow arrangement, as the case may be; and

(b) with respect to any issuance or sale of Equity Interests, the proceeds of such issuance or sale in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents (except to the extent such obligations are financed or sold with recourse to the Issuer or any other Group Company) and proceeds from the conversion of other property received when converted to cash or Cash Equivalents, net of attorneys' fees, accountants' fees, underwriters' or initial purchasers' fees, discounts or commissions and brokerage, consultant and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

“Officer’s Certificate” means a certificate that is delivered to the Holder and that is signed by an executive officer of the Issuer.

“Pari Passu Debt” means Indebtedness of the Issuer that ranks equally in right of payment to this Note and any Indebtedness of a Guarantor that ranks equally in right of payment and Lien priority with the Guarantee of such Guarantor.

“Permitted Acquired Indebtedness” means Indebtedness or Disqualified Stock of any Group Company to the extent such Indebtedness or Disqualified Stock was Indebtedness or Disqualified Stock of such Person existing at the time (a) that it became a Group Company or (b) such Person was merged or consolidated with or into the Issuer or any other Group Company, and in each case was not incurred in contemplation of the foregoing.

“Permitted Asset Swap” means a substantially concurrent purchase and sale, transfer or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between any Group Company and another Person pursuant to and as permitted under Sections 4.11, 4.12 and 4.14, *provided that* where such Permitted Asset Swap is effected, such Person shall be a Permitted JV Entity and the Group Company holding the Equity Interests in such Permitted JV Entity shall execute and deliver an Equity Pledge over all of the Equity Interests in such Permitted JV Entity in favour of the Holder within five (5) Business Days of the closing of the Permitted Asset Swap.

“Permitted Holders” means the Founder and the Founder HoldCo (for so long as the Founder HoldCo is Controlled by the Founder), or any of their respective Affiliates.

“Permitted Investments” means:

(a) other than for Investments that would fall within the scope of paragraph (d), any Investment by a Group Company in any other Group Company (including, without limitation, any redemption of this Note in accordance with the terms hereof). For the avoidance of doubt, Investments in the Permitted JV Entities shall be governed by paragraph (d) below;

(b) any Investment in cash or Cash Equivalents;

(c) other than for Investments that would fall within the scope of paragraph (d), any Investment by the Issuer or any other Group Company in a Person if as a result of such Investment (i) such Person becomes a Group Company or (ii) such Person is merged or consolidated with or into, or transfers or conveys all or substantially all of its properties or assets to, or is liquidated into, a Group Company, *provided that* and subject to and conditional on, such Person or Group Company having executed and delivered a Guarantee and Subordination Agreement to the Holder;

(d) any Investment by the Issuer or any other Group Company in a Person (whether contributed in the form of assets, inventory or cash) that, as a result of such Investment, becomes a Permitted JV Entity, *provided that*, and subject to and conditional on, an Equity Pledge having been executed and delivered in respect of all of the Equity Interests in such Permitted JV Entity owned or controlled by the Group in favour of the Holder;

(e) other than for Investments that would fall within the scope of paragraph (d), any Investment deemed to be made due to the receipt of non-cash consideration from (i) an Asset Sale that was made pursuant to and in compliance with Section 4.11 or (ii) a disposition of assets that are not deemed to be an Asset Sale as set out in the definition thereof;

(f) any Investment existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date or an Investment consisting of any modification, replacement, renewal or extension of any Investment or binding commitment existing on the Issue Date; *provided that* the amount of any such Investment or binding commitment may be increased (x) as required by the terms of such Investment or binding commitment as in existence on the Issue Date or (y) as otherwise permitted under this Note;

(g) stock, obligations, securities or other Investments received in settlement of Indebtedness incurred in the ordinary course of business and owing to, or of other claims asserted

by, the Issuer or any Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien created in the ordinary course of business or in satisfaction of judgments, including in connection with a bankruptcy proceeding or other reorganization of another Person;

- (h) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits;
- (i) any redemption or repurchases of this Note in accordance with its terms;
- (j) any Investment in a Permitted JV Entity made in accordance with Sections 4.8, 4.11, 4.12 and 4.14;
- (k) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses in accordance with GAAP;
- (l) advances to suppliers for the acquisition of inventory or consumables or services in the ordinary course of business that are recorded as deposits or prepaid expenses on the Issuer's consolidated balance sheet;
- (m) receivables owing to any Group Company, if created or acquired in the ordinary course of business; and
- (n) any Investment the payment for which consists of Equity Interests in the Issuer (other than Disqualified Stock).

“Permitted JV Entities” means any joint venture entity (i) that is established to carry out a strategic joint venture between the Issuer or any of its Subsidiaries with a reputable strategic investor (but excluding for such purposes any entities which are established or Controlled by any Group Company and in which minority investments are sought from professional investment funds or other financial investors for the purposes of funding the business and other operations of such entities), and (ii) in which the Issuer or its Subsidiaries holds or acquires an ownership interest (whether by way of Equity Interests or otherwise) from time to time.

“Permitted Liens” means:

- (a) Liens created under the Security Documents as security for the Secured Obligations under this Note and the Guarantees;

Liens created to secure this Note and Equity Pledges to be executed and delivered in respect of any Permitted Asset Swaps to Permitted JV Entities;

Liens on any property or assets of a Group Company in respect of the Existing Pre-Restructuring Indebtedness;

Liens on any property or assets of a Group Company created in the ordinary course of trading for trading purposes and for full value, including any Liens arising out of conditional sale, title retention, consignment or other similar arrangements over inventory supplied by the Group's

inventory suppliers to secure the repayment of the corresponding purchase price monies owed to each of them;

Liens securing any Note Refinancing Indebtedness, *provided that* the Fair Value of the assets over which such collateral security interests are granted does not exceed the amount being redeemed or repaid under this Note and such collateral security interests are subordinated to the Security Interests of the Holder pursuant to the Security Documents;

Liens securing General Refinancing Indebtedness, *provided that* (i) the principal amount of such General Refinancing Indebtedness does not exceed the principal amount and accrued interest or additional amounts of the existing Indebtedness being so refinanced, and (ii) the Fair Value of the assets over which such collateral security interests are granted does not exceed 150 per cent. of the outstanding amount owned under such General Refinancing Indebtedness;

Liens securing Permitted Acquired Indebtedness; *provided that* such Liens (i) secured such Permitted Acquired Indebtedness at the time of and prior to the Incurrence of such Permitted Acquired Indebtedness by a Group Company and were not granted in connection with, or in anticipation of, such Incurrence, and (ii) do not extend to any property or asset of a Group Company other than the property or assets acquired;

Liens on any property or assets comprising Permitted Investments that are existing at the time of acquisition thereof by a Group Company, *provided that* such Liens were in existence prior to such acquisition, were not created in contemplation of it and do not extend to any other property or assets of the Group;

any interest or title of a lessor under an operating lease;

Liens arising in the ordinary course of trading by reason of deposits or other required cash collateral necessary to obtain standby letters of credit or bank guarantees;

Customary netting or set-off arrangements with financial institutions relating to ordinary course cash management arrangements or other foreign exchange hedging contracts that are non-speculative in nature;

Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded *provided that* any reserve or other appropriate provision as is required in conformity with GAAP has been made;

Liens over rental deposits in respect of any property leased or licensed by a member of the Group in the ordinary course of business; and

Liens over bank accounts granted in the ordinary course of business pursuant to such bank's standard terms and conditions for deposit accounts.

“Permitted Refinancing Indebtedness” means any Indebtedness of any Group Company issued in exchange for, or the net proceeds of which are used to refinance or extend:

(a) amounts outstanding under this Note (the “Note Refinancing Indebtedness”), *provided that* the Indebtedness incurred under such Note Refinancing Indebtedness does not exceed the amounts redeemed or repaid of this Note; and

(b) any Existing Pre-Restructuring Indebtedness or any other Indebtedness of the Group at its Stated Maturity (the “General Refinancing Indebtedness”); *provided that*:

(i) the Indebtedness incurred under such General Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus premium, if any, and accrued interest on, the Indebtedness being refinanced or extended;

(ii) such General Refinancing Indebtedness has a final maturity date no earlier than the final maturity date of, the Indebtedness being refinanced or extended;

(iii) if the Indebtedness being refinanced or extended is subordinated in right of payment to this Note, such General Refinancing Indebtedness shall be subordinated in right of payment to this Note on terms at least as favorable, taken as a whole, to the Holder as those contained in the documentation governing the Permitted Indebtedness the subject of the refinancing or extension;

(iv) no General Refinancing Indebtedness shall have enhanced or more favorable guarantees or security, taken as a whole, than the Permitted Indebtedness being refinanced or extended (it being agreed that such guarantees or security may be different but should be substantially equivalent and should not be for an amount greater than the amount of Permitted Indebtedness the subject of the refinancing or extension) except that, in the case of any Permitted Indebtedness that is being refinanced through any forbearance or extensions to the maturity date by the original lenders of such Indebtedness, the Fair Value of the collateral securing such General Refinancing Indebtedness may be increased to no more than 150 per cent. of the amounts being refinanced or extended;

(v) if the obligors in respect of the Indebtedness being refinanced or extended are Permitted JV Entities, then the obligors in respect of such General Refinancing Indebtedness shall not include any of the Group Companies, and if the obligors in respect of the General Refinancing Indebtedness being refinanced or extended include both Group Companies and the Permitted JV Entities, then the amount of such General Refinancing Indebtedness in respect of which the Group shall be liable for shall not exceed the amount of the original Indebtedness for which the obligors that are Group Companies are liable;

(vi) if the refinancing is in respect of the Secured Obligations under this Note and the Guarantees, such General Refinancing Indebtedness may be secured by a Lien on such Collateral as may be agreed by the Holder in its discretion.

“Person” means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Authority.

“Qualifying Equity Issuance” means, with respect to any Group Company, the issuance of any Equity Interests (excluding for such purposes Disqualified Stock) that, whether in a single

transaction or a series of related transactions: (i) would not result in a Fundamental Change, and (ii) is made on an arms' length basis and for Fair Value.

“Refinancing Documents” means the Refinancing Agreement, this Note, the Guarantees, the Subordination Agreements, the Equity Pledges and any other document designated by the Parties as such in writing.

“Related Business” means those businesses in which the Issuer or any other Group Company is engaged in as at the Issue Date, or that are similar, related, complementary, incidental or ancillary thereto, or any reasonable extensions, developments or expansions thereof, including without limitation the business of selling luxury products and other retail brands on the 寺库 e-commerce platform or any other related platforms operated by the Group.

“Related Business Assets” means assets (other than cash or Cash Equivalents) used or useful in a Related Business; *provided that* any assets received by any Group Company in exchange for assets transferred by such Group Company will not be deemed to be Related Business Assets if they consist of securities of a Person, unless such Person is, or upon receipt of the securities of such Person, such Person would become, a Group Company.

“Related Party Transaction” means any transaction that is required to be disclosed pursuant to Form 20-F, Item 7.B.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Secured Obligations” means the payment and performance (whether at stated maturity, by acceleration or otherwise) of all advances to, and debts, liabilities, Indebtedness, claims, obligations, covenants and duties of, the Issuer or any Guarantor accrued or arising under the Refinancing Documents (whether alone or jointly, or jointly and severally, with any other Person, whether direct or indirect, absolute or contingent and whether as principal, surety or otherwise denominated in US\$ or any other currency, or incurred in any current or other banking account or in any other manner whatsoever, due or to become due, now existing or hereafter arising) and including interest, and fees, commissions and other costs, charges and expenses (including legal and other fees on a full indemnity basis) that accrue after the commencement by or against any Group Company or their respective Affiliates of any proceedings, regardless of whether such interest and fees are allowed claims in such proceedings.

“Security Interests” means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Security Documents” has the meaning ascribed to such term in the Refinancing Agreement.

“Subordination Agreements” means the subordination agreements to be executed in the agreed form by each Subsidiary of the Issuer pursuant to the terms of the Refinancing Agreement.

“Trade Payables” means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services and payable within 90 days.

“Stated Maturity” means:

(a) with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the final installment of principal of such Indebtedness is due and payable as set forth in the documentation governing such Indebtedness; and

(b) with respect to any scheduled installment of principal of or interest on any Indebtedness, the date specified in such Indebtedness as the fixed date on which such installment is due and payable as set forth in the documentation governing such Indebtedness.

“Subsidiary” of any Person means any corporation, partnership, limited liability company, joint stock company, joint venture or other organization or entity, whether incorporated or unincorporated, which is Controlled by such Person and, for the avoidance of doubt, the Subsidiaries of any Person shall include any variable interest entities over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with GAAP applicable to such Person, and in the case of the Issuer, shall include the VIE Entities and their respective Subsidiaries from time to time.

“VIE Entities” means the VIE Trading Entity and Beijing Wo Mai Wo Pai Auction Co., Ltd. (北京我卖我拍拍卖有限公司).

“VIE Trading Entity” means Beijing Secoo Trading Co., Ltd. (北京寺库商贸有限公司).

“Wholly Owned” means, with respect to any Subsidiary of any Person, the ownership of all of the outstanding share capital of such Subsidiary (other than any director’s qualifying shares or Investments by foreign nationals mandated by applicable law) by such Person or one or more Wholly Owned Subsidiaries of such Person or any combination thereof.

Section 1.2 Terms Defined Elsewhere. For the purposes of this Note, the following terms shall have the meanings set forth in the Sections set forth below:

Article II.Additional Amounts	Section 4.21(b)
Article III.Collection Bank Account	Section 4.19(e)(ii)
Article IV.Default Interest Rate	Section 2.3
Article V.Dispute	Section 8.5(a)
Article VI.Event of Default	Section 6.1
Article VII.Fundamental Change Redemption Notice	Section 3.3(a)(ii)
Article VIII.Fundamental Change Redemption Price	Section 3.3(a)(ii)
Article IX.Guaranteed Indebtedness	Section 4.17
Article X.Holder	Preamble
Article XI.Interest Payment Date	Section 2.2

Article XII. Interest Rate	Section 2.3
Article XIII. Issuer	Preamble
Article XIV. Material Intellectual Property	Section 4.12(b)(i)A
Article XV. Maturity Date	Preamble
Article XVI. Minimum Valuation Threshold	Section 4.12(b)(i)B
Article XVII. Note	Preamble
Article XVIII. Permitted Distributions	Section 4.8(i)
Article XIX. Permitted Indebtedness	Section 4.10(b)
Article XX. Refinancing Agreement	Preamble
Article XXI. Restricted Payments	Section 4.8(e)
Article XXII. Successor Company	Section 5.1(a)
Article XXIII. Taxes	Section 4.21

Section 23.1 Interpretation

Section 23.2

In this Note, except to the extent otherwise provided or that the context otherwise requires:

- (a) Directly or Indirectly. The phrase “directly or indirectly” means directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and “direct or indirect” has the correlative meaning.
 - (b) Gender and Number. Unless the context otherwise requires, all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders, and words importing the singular include the plural and vice versa.
 - (c) Headings. Headings are included for convenience only and shall not affect the construction of any provision of this Note.
 - (d) Recitals. The recitals to this Note are incorporated by reference herein and form an integrated part hereof.
 - (e) Include not Limiting. “Include”, “including”, “are inclusive of” and similar expressions are not expressions of limitation and shall be construed as if followed by the words “without limitation”.
 - (f) References to Documents. References to this Note include the Schedules and Exhibits, which form an integral part hereof. A reference to any Section, Schedule or Exhibit is, unless otherwise specified, to such Section of, or Schedule or Exhibit to this Note. The words “hereof”, “hereunder” and “hereto”, and words of like import, unless the context requires otherwise, refer to this Note as a whole and not to any particular Section hereof or Schedule or Exhibit hereto. A reference to any document (including this Note) is, unless otherwise specified, to that document as amended, restated, consolidated, supplemented, novated or replaced from time to time.
 - (g) Writing. References to writing and written include any mode of reproducing words in a legible and non-transitory form including emails and faxes.
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Currency. References to sums of money are expressed in the lawful currency of the United States of America, as the case may be, with “US\$”, “USD” and “\$” referring to U.S. dollars. References to “RMB” are to the Renminbi, the lawful currency of the PRC.

Accounting Terms. Accounting terms not otherwise defined has the meaning assigned to it in accordance with GAAP.

TERM, INTEREST, PAYMENTS

Section 23.3 **Term.** This Note and all accrued and unpaid interest hereon and any and all other sums payable to the Holder hereunder shall be due and payable in full on the Maturity Date, unless earlier redeemed or repaid pursuant to the terms hereof.

Section 23.4 **Interest.** Interest will be payable on the principal amounts outstanding of this Note in arrears annually on April 19, 2023 and on the Maturity Date (each, an “Interest Payment Date”), unless earlier redeemed in accordance with the terms hereof. Interest on any principal amounts of this Note being redeemed pursuant to Article III hereof shall be paid on the applicable redemption date.

Section 23.5 **Interest Rate.** This Note will bear interest at the rate of eight per cent. per annum (the “Interest Rate”) from the Issue Date until the Maturity Date, unless earlier redeemed or repaid. Any Defaulted Amounts shall accrue interest at the rate of 12 per cent. per annum (the “Default Interest Rate”), compounded monthly on the basis of a 360 day year for the period from and including the relevant date on which payment is due until the date on which payment is made.

Section 23.6 **Payment.** All amounts payable on or in respect of this Note or the indebtedness evidenced hereby shall be paid to the Holder in U.S. dollars, in immediately available funds on the date that any principal or interest payment is due and payable hereunder. The Issuer shall make such principal or interest payments to the Holder by wire transfer in immediately available funds to the account of the Holder designated by it from time to time for such receipt, provided that any change to the account of the Holder must be notified in writing to the Issuer at least three Business Days prior to the applicable payment date. If any such payment date or the Maturity Date falls on a day that is not a Business Day, the required payment will be made on the next succeeding Business Day and no interest on such payment will accrue in respect of the delay.

Section 23.7 **Application of Payments.** All payments made by the Issuer under this Note shall be applied firstly, to pay all outstanding and accrued interest then due (including any default interest payable on Defaulted Amounts at the Default Interest Rate) and then to all principal amounts until this Note is redeemed in full.

REDEMPTION AND REPURCHASE

Repurchase on Maturity Date. Unless previously redeemed or surrendered and cancelled, the Issuer shall redeem this Note in whole on the Maturity Date at a price equal to (i) the outstanding principal amount, plus (ii) accrued and unpaid interest thereon (including any accrued and unpaid interest on the Defaulted Amounts, if any).

Redemption at the Option of the Issuer. The Issuer may, at any time and from time to time, redeem principal amounts outstanding of this Note in whole or in part *provided that* such redemption shall be for a minimum principal amount of US\$100,000.

Mandatory Redemption. The Issuer shall be required to, and the Holder shall be entitled to require the Issuer to, redeem principal amounts of this Note as follows:

Mandatory Redemption on Fundamental Change.

If a Fundamental Change occurs at any time, the Holder shall have the right, at its option, to require the Issuer to repurchase for cash all of this Note or any portion thereof at a repurchase price equal to (i) 100% of the principal amount (or such portion thereof, as the case may be), plus (ii) accrued and unpaid interest thereon (including any accrued and unpaid interest on the Defaulted Amounts, if any).

Within three calendar days following the earlier of (i) the closing of any Fundamental Change or the execution or delivery of definitive documents in respect of any Fundamental Change, the Issuer shall give written notice to the Holder describing the transaction that constitutes the Fundamental Change (the “Fundamental Change Redemption Notice”). The Fundamental Change Redemption Notice shall set out the key commercial terms of the Fundamental Change, state the redemption price payable as determined in accordance with Section 3.3(a)(i) (the “Fundamental Change Redemption Price”) and the date on which the Issuer shall redeem this Note against payment of the Fundamental Change Redemption Price, which shall be a date not later than 15 days after the closing of the Fundamental Change.

Where the Issuer has failed to deliver a Fundamental Change Redemption Notice to the Holder and the Holder has become aware of such Fundamental Change, the Holder may deliver a written notice requiring the Issuer to redeem all principal and interest amounts outstanding under this Note on the date falling on the later of (A) 15 days after the issuance of such notice or (B) 15 days after the closing of the Fundamental Change. The Issuer shall redeem this Note as specified in the notice delivered by the Holder under this Section 3.3(a)(iii).

Other Mandatory Redemption Events. The Issuer shall be required to redeem the then-outstanding principal amounts of this Note and make payment of accrued interest pursuant to Section 4.8(i), Section 4.10(d) and Section 4.16(c).

Notice of Redemption. Except for any mandatory redemption in respect of a Fundamental Change (which shall be governed by the terms set out in Section 3.3(a)), the Issuer shall deliver a notice of redemption to the Holder within three days of the occurrence of an event giving rise to the obligation of the Issuer to redeem principal amounts outstanding of this Note, which shall state (a) the redemption date, (b) the redemption price, including a breakdown of the outstanding principal amounts that are to be redeemed and interest accrued thereon that is to be paid on the redemption date, and (c) identify the section of this Note under which such redemption is being made. Unless

expressly agreed by the Holder in writing, the redemption date shall be a date not longer than 15 days after the occurrence of the applicable event giving rise to the obligations or rights (as applicable) of the Issuer to redeem principal amounts outstanding under this Note.

Effect of Notice of Redemption. Upon the issuance and delivery of a redemption notice in accordance with Section 3.3 and Section 3.4 hereof, the principal amounts of this Note called for redemption thereunder shall become irrevocably due and payable on the redemption date.

Payment of Redemption Price. The Issuer shall pay in immediately available funds in United States dollars the full amount of the redemption price and accrued interest thereon on the redemption date to the designated bank account of the Holder notified to the Issuer in writing at least five Business Days prior thereto. If the Issuer complies with such payment obligations, on and after the redemption date, interest shall cease to accrue on the principal amounts of this Note so redeemed. If the Issuer fails to pay the redemption price on the redemption date, interest shall accrue on the redemption price and the accrued interest that was to be paid on that redemption date on and from such date to the date of actual payment at the Default Interest Rate.

Partial Redemption of this Note. Upon any partial redemption of this Note, the Holder shall cause to be annotated on this Note the principal amount so redeemed and shall execute and deliver a confirmation of payment to the Issuer, but shall not be required to surrender this Note for cancellation and re-issuance. Such confirmation of payment duly executed by the Holder shall be conclusive evidence of the redemption of the principal amounts of this Note as stated therein.

COVENANTS

Payment of Note.

The Issuer shall pay or cause to be paid the principal and interest on this Note on the dates and in the manner provided herein. Principal and interest shall be considered paid on the date set out in an irrevocable SWIFT MT103 confirmation of payment delivered by the Issuer to the Holder.

The Issuer shall pay interest (including post-petition interest in any proceeding under any applicable bankruptcy law) on overdue principal and interest, if any, at the Default Interest Rate to the extent lawful.

Maintenance of Address of Service.

The Issuer's registered address for service shall be 16/F Tower 5, The Gateway, Harbor City, Tsim Sha Tsui, Kowloon, Hong Kong Room A106, the registered office of Hong Kong Secoo Investment Group Limited where notices and demands to or upon the Issuer in respect of this Note may be served. If at any time the Issuer shall fail to maintain such required address for service or shall fail to provide the Holder with any new address in the event of a change of address, such notices and demands may be made or served at the registered office of the Issuer in the Cayman Islands.

Compliance Certificate.

At any time at the written request of the Holder (such requests not to exceed a maximum of four times during the two-year term of this Note), the Issuer shall deliver to the Holder a certificate (stamped with the company seal of the Issuer and the VIE Trading Entity) stating that (i) the Issuer and its Subsidiaries have kept, observed, performed and fulfilled their respective obligations under this Note and the other Refinancing Documents, and (ii) the Group Companies are not in default in the performance or observance of any of the terms, provisions and conditions of this Note and the other Refinancing Documents (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default and what action the Issuer or the applicable Group Company is taking or proposes to take with respect thereto).

The Issuer shall, at any time that this Note is outstanding, notify the Holder in writing forthwith upon becoming aware of any Default or Event of Default and shall deliver an Officer's Certificate specifying such Default or Event of Default and what action the Issuer or such Group Company is taking or proposes to take with respect thereto.

Financial Information. At any time that the securities of the Issuer have ceased to be listed on The NASDAQ Global Market, the Issuer shall cause to be delivered to the Holder:

(a) within 70 days after the end of each fiscal quarter, the unaudited consolidated financial statements for such fiscal quarter of the Issuer; and

within 150 days after the end of each fiscal year, the audited consolidated financial statements of the Issuer for such fiscal year,

in each case, prepared in accordance with GAAP and including a balance sheet and income statement and, in the case of the audited consolidated financial statements of the Issuer, to also include a statement of cash flows and shareholders' equity.

Asset Reporting. The Issuer shall cause to be delivered to the Holder on the date on which the Issuer publicly announces its quarterly financial results or delivers the quarterly financials to the Holder pursuant to Section 4.4(a), as applicable, a quarterly report on:

the consolidated total assets and net assets of the Group;

the total assets and inventories of each Material Subsidiary;

in each case, to be certified as true and correct and stamped with the company seal of the Issuer and each such Material Subsidiary.

Taxes. The Issuer will pay, and will cause each of the other Group Companies to pay, prior to delinquency, all material taxes, assessments and governmental levies except such as are contested in good faith and by appropriate proceedings and for which appropriate reserves have been made in accordance with GAAP or where the failure to effect such payment is not adverse in any material respect to the Holder.

Stays, Extensions and Usury Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time

hereafter in force, that may affect the covenants or the performance of the provisions of this Note, and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the enforcement by the Holder of its rights hereunder, but will suffer and permit the execution of every such power as though no such law has been enacted.

Restricted Payments. The Issuer shall not, and shall not permit any Group Company to, directly or indirectly:

purchase, redeem or otherwise acquire or retire for value (including without limitation, in connection with any merger or consolidation) any Equity Interests in any Group Company (other than such Equity Interests that are owned by such Group Company);

except for Permitted Indebtedness, make any payment on or with respect to, or purchase or redeem, defease or otherwise acquire or retire for value, any Indebtedness that is (A) subordinated in right of payment to this Note or the Guarantees, as the case may be or (B) is secured by Liens that are junior to the Liens securing this Note or the Guarantees, as the case may be except, in each case, for payments of interest or principal at the Stated Maturity thereof;

make any Investment other than a Permitted Investment;

(b) declare or pay any dividend or make any other payments or distributions on or with respect to its Equity Interests, including without limitation in connection with any merger or consolidation involving any Group Company, other than (i) dividends or distributions paid to another Group Company that is Wholly Owned by the Issuer or (ii) for the purposes of making dividend distributions to the Issuer solely for the purposes of making payment on this Note; or

other than payments made to Ku Tian Xia (Beijing) Information Technology Co., Ltd. as permitted or required under the control documents for the VIE Entities, pay any management, advisory, consultancy, operating or other fees, compensation or remuneration to the order of the Permitted Holders,

and all such payments and other actions set forth in clauses (a) to (e) are collectively referred to in this Note as "Restricted Payments."

The foregoing provisions shall not prohibit any of the following:

(i) any dividends or distributions declared or paid by any Group Company for the purposes of redeeming principal amounts of this Note (the "Permitted Distributions"). Within 30 days after the receipt of any Permitted Distributions by the Issuer, the Issuer shall apply an equivalent amount to the redemption of principal amounts outstanding under this Note, plus accrued but unpaid interest thereon, to the date of redemption in accordance with the procedures set out in Article III of this Note; and

(ii) the redemption, repurchase, retirement, defeasance or other acquisition or retirement for value of Indebtedness of any Group Company at its Stated Maturity or with the net cash proceeds from an Incurrence of, or in exchange for, Permitted Refinancing Indebtedness.

Dividend and other Payment Restrictions.

The Issuer will not, and will not permit any other Group Company to, directly or indirectly create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Group Company to:

pay dividends or make any other distributions permitted by applicable Law on any Equity Interests of a Group Company owned by the Issuer or any other Group Company;

except as contemplated pursuant to the Subordination Agreements, pay any Indebtedness owed to the Issuer or any other Group Company;

make loans or advances to the Issuer or any other Group Company that is Wholly Owned, *provided that* such loans or advances are subject to the Subordination Agreements; or

transfer any of its property or assets to the Issuer or any other Group Company.

The foregoing provisions shall not restrict any encumbrances or restrictions:

existing on the Issue Date;

set out in the Refinancing Documents;

existing under or by reason of applicable Law or required by any regulatory authority having jurisdiction over the Issuer or any other Group Company; or

existing with respect to any Person or the property or assets of such Person acquired by any Group Company, existing at the time of such acquisition and not incurred in contemplation thereof, which encumbrances or restrictions are not applicable to any Person or the property or assets of any Person other than such property or assets so acquired.

Limitation on Indebtedness.

The Issuer will not, and will not permit any Group Company to, directly or indirectly Incur any Indebtedness.

Notwithstanding the foregoing, the Issuer and any Group Company (except as specified below) may Incur each and all of the following (such Indebtedness, the "Permitted Indebtedness"):

additional Indebtedness (whether under new or existing undrawn credit or loan facilities) for an aggregate principal amount not to exceed RMB250 million for working capital purposes;

Permitted Refinancing Indebtedness;

Trade Payables;

Indebtedness represented by this Note and the Guarantees;

Permitted Acquired Indebtedness; and

Indebtedness comprising intercompany Indebtedness (including for such purposes Trade Payables) between the Group Companies that is unsecured and subject to the Subordination Agreements, *provided that* any subsequent issuance or transfer of Equity Interests that results in such Indebtedness being held by a Person other than a Group Company or any sale or transfer of such Indebtedness to a Person that is not a Group Company shall be deemed, in each case, to constitute an Incurrence of Indebtedness by that Group Company as of the date of such issuance, sale or other transfer that is not permitted under this paragraph (vi).

For purposes of determining compliance with this Section 4.10, in the event that an item of Indebtedness meets the criteria of more than one of the types of Permitted Indebtedness described in the above clauses, the Issuer, in its sole discretion, shall classify such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of such clauses and shall not be required to double count such Indebtedness.

As soon as practicable and in any event within 15 days after the drawdown of any principal amounts under Note Refinancing Indebtedness, the Issuer or the applicable Group Company shall apply an amount equal to such drawdown amount to the redemption of principal amounts outstanding under this Note, plus accrued but unpaid interest thereon, to the date of redemption in accordance with the procedures set out in Article III of this Note.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the foreign currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

Neither the Issuer nor any Guarantor will incur any Indebtedness that pursuant to its terms is subordinate or junior in right of payment to any Indebtedness unless such Indebtedness is subordinated in right of payment to this Note or the relevant Guarantee, as applicable, to the same extent; *provided that* Indebtedness will not be considered subordinate or junior in right of payment to any other Indebtedness solely by virtue of being unsecured or secured to a greater or lesser extent or with greater or lower priority.

Limitation on Asset Sales.

The Issuer will not, and will not permit any other Group Company to, directly or indirectly, consummate any Asset Sale, unless:

the consideration received by the Issuer or the applicable Group Company is at least equal to the Fair Value (on the date a definitive agreement for such Asset

Sale was entered into) of the assets sold or disposed of, as determined in accordance with the definition of such term set out in Section 1.1 and set out in an Officer's Certificate delivered to the Holder within 15 calendar days of the consummation of such Asset Sale;

in the case of any Asset Sales made to a Permitted JV Entity, that the Equity Interests in such Permitted JV Entity are pledged in favor of the Holder pursuant to an Equity Pledge either concurrently with or immediately after the receipt thereof and no later than 15 calendar days after the date on which such Asset Sale becomes effective; and

in the case of an Asset Sale of Collateral, all consideration from such Asset Sale that is not in the form of cash and Cash Equivalents is pledged as Collateral to secure the Secured Obligations pursuant to a Lien concurrently with or immediately after the receipt thereof.

Asset Sales that would constitute a Fundamental Change shall be governed by the terms of Section 3.3(a).

Limitations on Related Party Transactions.

The Issuer will not, and will not permit any Group Company to, directly or indirectly, whether in a single transaction or a series of transactions, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee, or enter into any other Related Party Transaction with, or for the benefit of, any Related Party of the Issuer (including for such purposes the Permitted JV Entities and the Permitted Holders), unless (i) the terms of such transaction are fair and reasonable and no less favorable to the applicable Group Company than could be obtained at the time of such transaction and (ii) such Related Party Transaction does not contravene and is not otherwise restricted by any other terms set out in this Note. All Related Party Transactions permitted under this Section 4.12 shall only be effected pursuant to a written agreement that is approved by a written resolution or meeting minutes duly adopted by the audit committee of the Issuer.

With respect to transactions between Permitted JV Entities and the Group Companies:

Where the Related Party Transaction relates to any Asset Sales, Permitted Asset Swaps or Investments by any Group Company in a Permitted JV Entity, such Related Party Transaction shall comply with the requirements of paragraph (B) and shall be subject to the applicable Group Company executing and delivering an Equity Pledge over all of the Equity Interests in such Permitted JV Entity held by any Group Company in favor of the Holder within five (5) Business Days of the issuance of all such Equity Interests and *provided further that*:

A. no Asset Sales, Permitted Asset Swaps or Investments shall result in the sale, transfer, assignment or any license being created over the

e-commerce platforms and domains, Internet websites or the “寺库” mobile applications that are owned by the VIE Entities (the “Material Intellectual Property”) to any entity that is not a Wholly Owned Group Company and for the avoidance of doubt, nothing in this paragraph (A) shall be deemed to permit any exclusive license of the Material Intellectual Property to any Group Company; and

B. the consideration received by the Group in respect of any such Asset Sales, Permitted Asset Swaps or Investments in the Permitted JV Entity shall not be less than 70% of the original investment cost or original acquisition cost of the subject assets being injected into the Permitted JV Entity (the “Minimum Valuation Threshold”). If the Minimum Valuation Threshold will be breached, the final appraisal value of such assets as determined by an independent reputable accounting or appraisal firm engaged by the Issuer and reasonably acceptable to the Holder shall be used as the valuation on which the contribution or consideration is based, irrespective of whether such appraised value is higher or lower than the discounted value proposed by the Issuer.

The Issuer shall, and shall ensure that the Group Companies and the Permitted JV Entities do not enter into any agreements, arrangements or any other analogous transactions pursuant to which the Permitted Holders (excluding for such purposes the Group and the Permitted JV Entities) receive any compensation, including any management, operating, service or consultancy fees, commissions or any similar payments, distributions, fees or other forms of remuneration from a Permitted JV Entity.

The foregoing limitations do not limit and shall not apply to:

transactions solely between and among any Group Company;

payments, loans, advances, guarantees (or cancellation thereof) to employees of the Group for bona fide business purposes or in the ordinary course of business, *provided that* the aggregate amount of such loans, advances or guarantees outstanding at any time may not exceed US\$100,000;

the issuances of any stock options under the employee benefit plans of the Issuer or the vesting of any grants thereunder (excluding for such purposes any grants issued to the Permitted Holders).

Limitation on Liens.

The Issuer will not, and the Issuer will not permit any other Group Company to, directly or indirectly, create, incur, assume or suffer to exist any Lien on any of its assets or properties of any character (including, without limitation, licenses, Equity Interests in any Group Company (other than the Issuer) or any Indebtedness or Attributable Debt of any Group Company).

The foregoing limitation does not apply to any Permitted Liens.

Limitations on Business Activities of the Group. Without the prior written consent of the Holder, each of the Group Companies:

shall not change in any material respect the conduct of its businesses, operations and activities or the arrangements by which it presently conducts such business, operations or activities (including the intercompany arrangements between each Group Company);

shall not enter into any joint ventures other than for any Permitted JV Entity, and shall not sell, transfer, assign or otherwise dispose of any assets to any joint venture other than a Permitted JV Entity in which all of the Equity Interests held by the Group therein are pledged in favour of the Holder as security for the Secured Obligations under this Note and the Guarantees;

shall not incorporate, acquire or establish any Persons as Subsidiaries or Affiliates unless, upon such incorporation or establishment, such Person is Wholly Owned by the Issuer (and is not a Subsidiary of any of the VIE Entities) and has executed and delivered a Guarantee;

shall not make any loans or give any guarantees or indemnities for the benefit of any person (including any Permitted JV Entities) (save for (i) any loan, advance or guarantee made to any related party of the Issuer (excluding for such purposes the Permitted Holders) which complies with the conditions under Section 4.12; and (ii) any guarantee or indemnity provided in compliance with the terms of Section 4.17) or voluntarily assume any liability, whether actual or contingent except for Permitted Indebtedness;

shall not, and shall procure the Permitted JV Entities not to, enter into any arrangements or agreements to effect any Restricted Payment (unless such Restricted Payment is permitted by paragraph (i) or (ii) under Section 4.8);

shall not sell, assign, transfer or license, whether exclusively or non-exclusively, any of the material intellectual property of the Group, including for such purposes all or any of the e-commerce platforms, Internet websites, domain names, brand names and designs (including “寺库” or “Secoo” brand names and marks), mobile applications and any other intellectual property comprised in and material to the conduct of the business of the Group as presently conducted to any other Person.

Limitation on Sale-Leaseback Transactions.

The Issuer will not, and will not permit any Group Company to, enter into any sale-leaseback transaction involving any of its assets or properties whether now owned or hereafter acquired, whereby the Issuer or a Group Company sells or transfers such assets or properties and then or thereafter leases such assets or properties or any part thereof or any other assets or properties which the such Group Company, as the case may be, intends to use for substantially the same purpose or purposes as the assets or properties sold or transferred.

The foregoing restriction does not apply to any sale-leaseback transactions with respect to assets or properties if such sale and leaseback would comprise Permitted Indebtedness

under Section 4.10(b)(i) hereof and the proceeds thereof are used as working capital and *provided further that* the gross cash proceeds of such sale-leaseback transactions are at least equal to the fair market value of the assets or properties that is the subject of such sale and leaseback transaction.

Limitation on the Issuance and Sale of Equity Interests in the Group Companies.

The Issuer will not sell, and will not permit any other Group Company, directly or indirectly, to issue or sell, any Equity Interests in a Group Company (including for such purposes any Disqualified Stock) except:

to the Issuer or another Group Company that is Wholly Owned by the Issuer;

issuances of Equity Interests that are Qualifying Equity Issuances; or

issuances or sales of Equity Interests in a Group Company by such Group Company that are not Qualifying Equity Issuances but the Net Cash Proceeds of which are used to redeem principal amounts of this Note at a redemption price equal to 100 per cent. of the principal amount thereof, plus accrued interest thereon, within the time periods specified in, and otherwise in compliance with, Article III of this Note.

Limitations on Issuances of Guarantees by Group Companies. The Issuer will not permit any Group Company, directly or indirectly, to guarantee any Indebtedness of any other Group Company (any such Indebtedness being the “Guaranteed Indebtedness”) or to provide any indemnities in respect thereof, unless:

such Group Company has executed a Guarantee and a Subordination Agreement in favour of the Holder;

such Group Company has waived and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Issuer or any other Group Company as a result of any payment by such Group Company under its Guarantee; and

the Guaranteed Indebtedness constitutes Permitted Indebtedness that the Issuer or relevant Group Company would have been permitted to incur pursuant to the terms of Section 4.10 hereof.

If the Guaranteed Indebtedness:

(ii) constitutes Pari Passu Debt or Indebtedness of a Group Company that ranks equally in right of payment and Lien priority with the Guarantee of that Group Company, then the guarantee for such Guaranteed Indebtedness shall constitute Pari Passu Debt or shall be subordinated to, the Guarantee;

(iii) is subordinated to this Note or a Guarantee, or is unsecured, as applicable, then the guarantee for such Guaranteed Indebtedness shall be subordinated to the Guarantee at least to the extent that the Guaranteed Indebtedness is subordinated to this Note or such Guarantee, or will be unsecured, as applicable;

(iv) is secured by Collateral, then the guarantee for such Guaranteed Indebtedness shall be secured, if applicable, by Collateral with a Lien priority that is not senior to the priority of the Liens securing this Note and the Guarantees.

Future Guarantors. The Issuer shall cause each Person that becomes a Subsidiary following the Issue Date to, within five days of the date on which such Person has become a Subsidiary, (i) execute and deliver to the Holder its Guarantee in the form of the Onshore Guarantee (if such Subsidiary is a Domestic Subsidiary) or in the form of an Offshore Guarantee (if such Subsidiary is a Foreign Subsidiary), in each case as set out in the Refinancing Agreement, (ii) execute and deliver to the Holder the Subordination Agreement and (iii) take all actions required pursuant to the Refinancing Documents to be undertaken by a Guarantor.

General Undertakings. The Issuer shall, and shall cause each other Group Company to comply with the following covenants.

Compliance with Laws. Each Group Company shall comply in all material respects with all applicable Laws, including but not limited to applicable PRC Laws relating to the business of the Group taxation, employment, social welfare and benefits, anti-bribery and sanctions laws.

Maintenance of Listing. The Issuer shall maintain the listing of the ADSs on The NASDAQ Global Market and shall comply with all applicable listing rules and regulations applicable to it.

Pari Passu Ranking. Each of the Group Companies shall ensure that the Secured Obligations under this Note and the Guarantees rank at least *pari passu* with its present and future unsecured and unsubordinated payment obligations.

Maintenance of Corporate Records. Each of the Group Companies shall maintain in good order all accounts, books and records in compliance with applicable Law in all material respects.

Payment Contracts; Collection Accounts.

Except with the prior written consent of the Holder, none of the Payment Contracts of the Group shall be assigned, transferred or otherwise novated to any entity other than another Group Company.

The Issuer shall, and shall cause the Group Companies to, notify the Holder in writing of any change to the collection bank accounts that have been designated for receipt of sale proceeds under the Payment Contracts (each, a "Collection Bank Account") within three business days of having instructed the applicable payment services provider to change such Collection Bank Account. The notice provided to the Holder shall identify the Payment Contract in respect of which such change has been instructed and shall provide details of the new Collection Bank Account and the Group Company in whose name such Collection Bank Account is maintained.

No Change in Control. Except with the prior written consent of the Holder, the Issuer shall not, and shall procure each Material Subsidiary not to, enter into any transaction or

arrangement pursuant to which a Fundamental Change would, or would be reasonably likely to, occur.

Restrictions on Founder Compensation. No bonuses or incentive compensation may be paid or issued to or for the benefit of the Permitted Holders, other than such bonuses or incentive compensation to or the benefit of the Permitted Holders pursuant to the terms of written contracts or agreements existing on the Issue Date.

Corporate Existence. The Issuer shall do, or cause to be done, all things necessary to preserve and keep in full force and effect its corporate existence, and the corporate, partnership or other existence of each of the Group Companies, in accordance with their respective organizational documents (as the same may be amended from time to time).

Additional Amounts. All payments made by or on behalf of the Issuer or any Guarantor under or with respect to this Note or the Guarantees will be made free and clear of and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including without limitation, penalties, interest and any other liability with respect thereto) (“Taxes”), unless the Issuer or any Guarantor (is required to withhold or deduct Taxes by law or by the interpretation or administration thereof by the relevant taxing authority. If the Issuer or any Guarantor is so required to withhold or deduct any amount for or on account of Taxes imposed or levied by or on behalf of:

any jurisdiction in which the Issuer or any Guarantor (including any successor entities) is then organized or resident for tax purposes or any political subdivision thereof or therein; or

any jurisdiction from or through which payment is made from any payment made under or with respect to this Note or the Guarantees, as applicable, including payments of principal, redemption price, or interest, if any, the Issuer or any such Guarantor will pay (together with such payments) to the Holder, such additional amounts (“Additional Amounts”) as may be necessary so that the net amount received by the Holder (including the Additional Amounts) after such withholding or deduction will not be less than the amount such Holder would have received if such Taxes had not been withheld or deducted.

Further Instruments and Acts. Upon request of the Holder, the Issuer will, and will procure each applicable Group Company to, execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Note.

New Note Instruments. Upon request of the Holder for this Note to be broken down into a number of note instruments of smaller principal amounts, the Issuer shall issue additional note instruments of such smaller principal amounts without charge within three Business Days after the date of such request, provided that the existing note instrument of this Note shall be returned by the Holder to the Issuer for cancellation.

Replacement of Note. Upon the loss, theft, destruction or mutilation of this Note (and in the case of loss, theft or destruction, of indemnity from the Holder reasonably satisfactory to the Issuer, or in the case of mutilation, upon surrender and cancellation thereof), the Issuer shall within

five Business Days execute and deliver to the Holder, in lieu thereof, a new Note, dated and bearing interest from the date hereof.

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Company May Consolidate, Etc. on Certain Terms. Subject to the provisions of Section 5.2, the Issuer shall not, directly or indirectly, consolidate with, merge with or into, or sell, convey, transfer or lease all or substantially all of its properties and assets to another Person unless:

the resulting, surviving or transferee Person (the “Successor Company”), if not the Issuer, shall be a corporation, organized and existing under the laws of the United States of America, any State thereof, the District of Columbia, the Cayman Islands, the British Virgin Islands, Bermuda or Hong Kong and the Successor Company (if not the Issuer) shall expressly assume all of the obligations of the Issuer under this Note and the Refinancing Documents;

no Fundamental Change shall have occurred as a result of such merger or consolidation; and

immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Note.

For purposes of this Section 5.1, the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer to another Person, which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer on a consolidated basis, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of the Issuer to another Person and except as permitted pursuant to and subject to the conditions as set out in this Article V, the provisions of Section 3.3(a) shall apply.

Successor Corporation to Be Substituted. In case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the Successor Company of the due and punctual payment of the principal of and accrued and unpaid interest on this Note and the due and punctual performance of all of the covenants and conditions of this Note to be performed by the Issuer, such Successor Company (if not the Issuer) shall succeed to and, except in the case of a lease of all or substantially all of the Issuer’s properties and assets, shall be substituted for the Issuer, with the same effect as if it had been named herein as the party of the first part. In the event of any such consolidation, merger, sale, conveyance or transfer (but not in the case of a lease), upon compliance with this Article V, the Person named as the “Issuer” in the first paragraph of this Note (or any successor that shall thereafter have become such in the manner prescribed in this Article V) may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of this Note and from its obligations under this Note.

Effect of Non-Compliance. No consolidation, merger, sale, conveyance, transfer or lease shall be effective if any such consolidation, merger, sale, conveyance, transfer or lease and any such assumption fails to comply with the provisions of this Article V.

DEFAULTS AND REMEDIES

Events of Default. Each of the following is an “Event of Default”:

default in the payment of principal of (or premium, if any, on) this Note when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise, and such default continues for a period of seven days;

default in the payment of interest on this Note when the same becomes due and payable, and such default continues for a period of seven days;

any issuance or sale of Equity Interests by a Group Company that fails to comply with Section 4.16;

the failure of the Issuer to deliver any redemption notice in respect of, or make any redemptions as required under Section 3.3 within the prescribed time periods set out in this Note;

the Issuer fails to notify the Holder of any change in the Collection Bank Accounts in breach of Section 4.19(e)(ii) or where a Collection Bank Account designated pursuant to a Payment Contract is held by any Person other than a Group Company;

the failure of any Group Company to deliver any Equity Pledge over the Equity Interests of a Permitted JV Entity as required under Section 4.12(b) or the failure to effect a valid registration or perfection of the Security Interests created by such Equity Pledge with the applicable Governmental Authorities within 15 days, *provided that* no Default shall occur in respect of any failure to register the Security Documents under applicable SAFE rules and regulations and *provided further that* where any such failure is due to the Holder’s failure to provide documents required for such registrations or filings that have been requested by the Issuer, in which case such 15 day period shall be extended by a further 15 day period following the date on which the Holder provides all such required documents to the satisfaction of the applicable Governmental Authorities;

the failure of any Subsidiary of the Issuer to execute and deliver any Guarantees or other Security Documents required to be delivered by it under the Refinancing Documents in accordance with Section 4.18;

any actual or purported sale, assignment, transfer or other restructuring designed to transfer the Material Intellectual Property to any Person;

there occurs with respect to any Indebtedness having an outstanding principal amount of RMB150,000,000 (or the equivalent thereof in another currency) or more in the aggregate, whether such Indebtedness now exists or shall hereafter be created, (A) an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or (B) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default;

a court having jurisdiction in the premises enters a decree or order for:

relief in respect of the Issuer or any Material Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect;

appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of a Group Company for claim(s) over assets having an aggregate value of RMB300,000,000 (or the equivalent thereof in another currency) that is not discharged within 60 days of the commencement of such proceedings;

the insolvency, bankruptcy, winding up or liquidation of the affairs of the Issuer or any Material Subsidiary and, in each case, such decree or order has not been discharged within 60 days of the commencement of such proceedings;

(c) the Issuer or any Material Subsidiary: (i) commences a voluntary case under any applicable bankruptcy, insolvency or other similar Law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such Law, (ii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or any Material Subsidiary or for all or substantially all of the property and assets of the Issuer or any Material Subsidiary or (iii) effects any general assignment for the benefit of creditors;

the ADSs have been suspended from trading on The NASDAQ Global Market or its successor for a period of 90 consecutive trading days or for more than 180 trading days in any 12-month period;

the failure by any Guarantor to perform any covenant set forth in its Guarantee or the repudiation by any Guarantor of its obligations under its Guarantee or the unenforceability of any Guarantee (other than unenforceability of a Guarantee resulting solely from any failure to register the Onshore Guarantees under applicable SAFE rules and regulations);

unless all of the Collateral has been released from the Liens in accordance with the provisions of the Security Documents (except where any of the following has resulted solely from any failure to register the Security Documents under applicable SAFE rules and regulations):

a default (that has not been cured) by any Group Company in the performance of any obligation under any Security Document which materially adversely affects the enforceability, validity, perfection or priority of any of the Liens securing this Note on any portion of the Collateral;

the repudiation or disaffirmation by any Group Company of any of its material obligations under any Security Document,

and, in the case of any event described in subclauses (i) through (ii), such default, repudiation, disaffirmation, determination or failure is not rescinded,

stayed, or waived by the Persons having such authority pursuant to the applicable Security Documents or otherwise cured within 60 days;

the Issuer fails to comply with its obligations under Article V and such failure has not been fully and completely remedied within 30 days;

the Security Documents are illegal, invalid and unenforceable or fail to create a first ranking Security Interest (except where any of the above has resulted solely from any failure to register such Security Documents under applicable SAFE rules and regulations);

(d) any litigation, arbitration or other dispute resolution proceeding is commenced against any Group Company for a value in excess of RMB200,000,000 (or the equivalent thereof in another currency);

other than as set out in paragraphs (a) to (s) above, any other material breach or material non-compliance with the restrictive covenants under Article IV that is not cured within 30 days of the Issuer having received written notification from the Holder identifying such breach.

Consequences of Default; Acceleration. If any Event of Default occurs and is continuing, the Holder may, by notice to the Issuer, declare this Note to be due and payable immediately. Upon any such declaration, this Note shall become due and payable immediately. Notwithstanding the foregoing, if an Event of Default specified in paragraphs (i) to (k) of Section 6.1 occurs, this Note shall be due and payable immediately without further action or notice.

CANCELLATION

Cancellation after redemption. After all amounts at any time owing on this Note have been irrevocably and unconditionally paid in full, this Note shall be surrendered to the Issuer for cancellation and shall not be reissued.

MISCELLANEOUS

Termination of Rights. All rights under this Note shall terminate when all amounts at any time owing on this Note have been irrevocably and unconditionally paid in full.

Transfer and Assignment. The Holder shall not, during the period that commences on the Issue Date and ends on the earlier of (i) the Maturity Date or (ii) the date on which a Default occurs, resell, pledge or transfer the Note (or any portion thereof) without the prior written consent of the board of directors of the Issuer, except for (i) any Transfer of any portion of this Note to the Affiliates of the Holder, JD.com, Inc or any of its Affiliates or (ii) any Transfer in connection with or following a Fundamental Change. For the avoidance of doubt, the Note (or any portion thereof) may be offered for a Transfer without the consent of the board of directors of the Issuer at any time after the expiry of the abovementioned lock-up period. Upon any Transfer in accordance with this Section, the Issuer shall issue note instrument(s) of the principal amounts such Transferred to the transferee(s) (for the avoidance of doubt, in the same form of this Note) and enter into other necessary documentation in such form and substance as may be required by the Holder to facilitate

the Transfer of any portion of this Note in accordance with this Section, at the cost of the Holder and within two (2) Business Days after the date the Holder makes such request to the Issuer. For the avoidance of doubt, notwithstanding Article VII of the Refinancing Agreement, only Great World Lux Pte. Ltd. as Holder (but not any of its permitted assignees and transferees) shall be entitled to exercise the right to nominate one director pursuant to Section 7.1 of the Refinancing Agreement; provided that at the relevant time Great World Lux Pte. Ltd. and its Affiliates (which shall in no event include JD.com, Inc or any of its Affiliates) hold no less than 50% of the outstanding face value of the Note.

Provisions Binding on Company's Successors. All the covenants, stipulations, promises and agreements of the Issuer contained in this Note shall bind its successors and assigns whether so expressed or not.

Official Acts by Successor Company. Any act or proceeding by any provision of this Note authorized or required to be done or performed by any board, committee or Officer of the Issuer shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful sole successor of the Issuer.

Amendments and Waivers. The amendment or waiver of any term of this Note shall be subject to the written consent of the Holder and the Issuer.

Governing Law and Dispute Resolution.

(e) This Note shall be governed by, and construed in accordance with, the Laws of Hong Kong, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Note to the substantive law of another jurisdiction.

The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Note (including a dispute regarding the existence, validity or termination of this Note) (each, a "Dispute").

The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Section 8.6 is for the benefit of the Holder only. The Holder shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Holder may take concurrent proceedings in any number of jurisdictions.

Notices. Notices shall be given in accordance with section 9.5 of the Refinancing Agreement, the terms of which are incorporated by reference herein.

Cumulative Rights; Exclusive Remedy. Each and all of the various rights, powers and remedies of a Party hereto will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Note. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party. Without limiting the foregoing, the Parties hereto

acknowledge and agree irreparable harm may occur for which monetary damages would not be an adequate remedy in the event that any of the provisions of this Note were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive relief to address breaches of this Note and to enforce specifically the terms and provisions of this Note.

Reservation of Rights. Except as otherwise expressly provided in this Note, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of the Holder to protect and preserve any of its rights, remedies and interests, including without limitation its Claims against the Issuer or any of the Group Companies, or its full participation in any bankruptcy case filed by the Issuer, the Controlling Shareholders or any of the Group Companies. If the Refinancing is not consummated, or if this Note is terminated in accordance with its terms for any reason, the Parties hereto fully reserve any and all of their respective rights. This Note shall not be admitted into evidence in any proceeding other than a proceeding to enforce its terms.

Fees and Expenses. The Parties will bear their respective expenses incurred in connection with the negotiation, execution and delivery of this Note and the other Refinancing Documents and the consummation of the transactions contemplated hereby and thereby; provided that the Issuer shall reimburse the Holder for all costs and expenses incurred by the Holder in an amount not exceeding US\$300,000. For the avoidance of doubt, the Issuer shall only be required to reimburse the Holder for costs and expenses under this Section 8.10 or section 9.8 of the Refinancing Agreement, and shall in no event be required to make reimbursement under both this Note and the Refinancing Agreement.

Delays or Omissions. No delay or failure by any party to insist on the strict performance of any provision of this Note, or to exercise any power, right or remedy, will be deemed a waiver or impairment of such performance, power, right or remedy or of any other provision of this Note, nor shall it be construed to be a waiver of any breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring.

Interpretation. If any claim is made by a party relating to any conflict, omission or ambiguity in the provisions of this Note, no presumption or burden of proof or persuasion will be implied because this Note was prepared by or at the request of any party or its counsel.

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IN WITNESS WHEREOF, the Issuer has caused this Note to be issued on the date first above written.

ISSUER:

Secoo Holding Limited

By: _____

Name: Rixue Li

Title: Chairman and Chief Executive Officer

ANNEX I
Material Subsidiaries



List of Principal Subsidiaries

Subsidiaries	Place of Incorporation
Hong Kong Secoo Investment Group Limited	Hong Kong
Secoo Inc.	United States
Secoo Italia SRL	Italy
Secoo Garden Tradings Sdn. Bhd.	Malaysia
Kutianxia (Beijing) Information Technology Limited	People's Republic of China
Beijing Zhiyi Heng Sheng Technology Service Co., Ltd.	People's Republic of China
Variable Interest Entities:	
Beijing Wo Mai Wo Pai Auction Co., Ltd	People's Republic of China
Beijing Secoo Trading Limited	People's Republic of China
Shanghai Secoo E-commerce Limited	People's Republic of China
Yichun Secoo E-commerce Limited	People's Republic of China

**Certification by the Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Richard Rixue Li, certify that:

1. I have reviewed this annual report on Form 20-F of Secoo Holding Limited;
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;
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 13, 2022

By: /s/ Richard Rixue Li

Name: Richard Rixue Li

Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Shaojun Chen, certify that:

1. I have reviewed this annual report on Form 20-F of Secoo Holding Limited, 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;
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 13, 2022

By: /s/ Shaojun Chen

Name: Shaojun Chen

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 Secoo Holding Limited (the "Company") on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard Rixue Li, 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 13, 2022

By: /s/ Richard Rixue Li

Name: Richard Rixue Li

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 Secoo Holding Limited (the “Company”) on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Shaojun Chen, 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 13, 2022

By: /s/ Shaojun Chen
Name: Shaojun Chen

Title: Chief Financial Officer

HAN KUN LAW OFFICES
9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Avenue, Beijing 100738, P. R. China
TEL: (86 10) 8525-5500; FAX: (86 10) 8525-5511/ 5522

Date: May 13, 2022

Secoo Holding Limited

Secoo Tower
Sanlitun Road A, No. 3 Courtyard Building 2
Chaoyang District, Beijing 100027
The People's Republic of China

Dear Sir/Madam:

We hereby consent to the reference to our firm in Secoo Holding Limited's annual report on Form 20-F for the fiscal year ended December 31, 2021, which will be filed by Secoo Holding Limited on May 13, 2022 with the Securities and Exchange Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours Sincerely,

/s/ HAN KUN LAW OFFICES
HAN KUN LAW OFFICES
