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**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, 2023

OR

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

OR

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

Date of event requiring this shell company report .....

For the transition period from            to

Commission file number: 001-39436

**KE Holdings Inc.**

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

**Cayman Islands**

(Jurisdiction of incorporation or organization)

**Oriental Electronic Technology Building,  
No. 2 Chuangye Road, Haidian District,  
Beijing 100086**

**People's Republic of China**

**+86 10 5810 4689**

(Address of principal executive offices)

**XU Tao, Chief Financial Officer**

**Telephone: +86 10 5810 4689**

**Email: ir@ke.com**

**Oriental Electronic Technology Building,  
No. 2 Chuangye Road, Haidian District,  
Beijing 100086**

**People's Republic of China**

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

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

Title of each class	Trading Symbols	Name of each exchange on which registered
American depositary shares (one American depositary share representing three Class A ordinary shares, par value US\$0.00002 per share)	BEKE	New York Stock Exchange
Class A ordinary shares, par value US\$0.00002 per share	2423	The Stock Exchange of Hong Kong Limited

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

**None**  
(Title of Class)

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

**None**  
(Title of Class)

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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, 2023, there were 3,595,215,393 ordinary shares issued and outstanding, being the sum of 3,443,860,844 Class A ordinary shares (excluding the 104,033,244 Class A ordinary shares registered in the name of the depository bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and 24,066,132 Class A ordinary shares in the form of ADSs repurchased but not cancelled) and 151,354,549 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 prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act.

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

Indicate by check mark 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.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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 or the context otherwise requires, references in this annual report to:

- “active agents” are to agents on our platform, including agents employed by us and from labor dispatching or outsourcing agencies, and agents affiliated with our connected stores and connected brands as employees, contractors, or through other service arrangements, as of a given date excluding the agents who (i) delivered notice to leave but have not yet completed the exit procedures, (ii) have not engaged in any critical steps in housing transactions (including but not limited to introducing new properties, attracting new customers and conducting property showings) during the preceding 30 days, or (iii) have not participated in facilitating any housing transaction during the preceding three months;
- “active stores” are to stores on our platform as of a given date excluding the stores which (i) have not facilitated any housing transaction during the preceding 60 days, (ii) do not have any agent who has engaged in any critical steps in housing transactions (including but not limited to introducing new properties, attracting new customers and conducting property showings) during the preceding seven days, or (iii) have not been visited by any agent during the preceding 14 days;
- “ADRs” are to the American depositary receipts that may evidence the ADSs;
- “ADSs” are to the American depositary shares, each of which represents three Class A ordinary shares;
- “Beike,” “we,” “us,” “our company” and “our” are to KE Holdings Inc., our Cayman Islands holding company, its subsidiaries, and, in the context of describing the consolidated financial information, the VIEs and their subsidiaries in China;
- “China” or the “PRC” are to the People’s Republic of China, excluding, for the purposes of this annual report only, Hong Kong, Macau and Taiwan;
- “Class A ordinary shares” are to our class A ordinary shares, par value US\$0.00002 per share;
- “Class B ordinary shares” are to our class B ordinary shares, par value US\$0.00002 per share;
- “GTV” of our platform, for a given period, are to gross transaction value, which is calculated as the total value of all transactions we facilitated on the *Beike* platform and evidenced by signed contracts as of the end of the period, including the value of the existing home transactions, new home transactions, home renovation and furnishing and emerging and other services, and including transactions that are contracted but pending closing at the end of the relevant period. For the avoidance of doubt, for transactions that fail to close afterwards, the corresponding GTV represented by these transactions will be deducted accordingly;
- “Hong Kong” or “HK” are to the Hong Kong Special Administrative Region of the PRC;
- “Hong Kong dollars” or “HK\$” are to the legal currency of Hong Kong;
- “Hong Kong Listing” are to the listing of our Class A ordinary shares on the Main Board of the Hong Kong Stock Exchange by way of introduction on May 11, 2022;
- “Hong Kong Listing Rules” are to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time;
- “Hong Kong Stock Exchange” are to The Stock Exchange of Hong Kong Limited;
- “Main Board” are to the stock market (excluding the option market) operated by the Hong Kong Stock Exchange, which is independent from and operated in parallel with the Growth Enterprise Market of the Hong Kong Stock Exchange;

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- “ordinary shares” are to our class A ordinary shares and class B ordinary shares, par value US\$0.00002 per share;
- “RMB” and “Renminbi” are to the legal currency of China;
- “SaaS” are to software-as-a-services;
- “Shengdu” are to Shengdu Home Renovation Co., Ltd.;
- “Tencent” are to Tencent Holdings Limited (HKEx: 700), its subsidiaries and/or its controlled affiliated entities, as the context requires;
- “US\$,” “U.S. dollars,” and “\$” are to the legal currency of the United States;
- “VIEs” are to Beijing Lianjia Real Estate Brokerage Co., Ltd., or Beijing Lianjia, Tianjin Xiaowu Information & Technology Co., Ltd., or Tianjin Xiaowu, Beijing Yiju Taihe Technology Co., Ltd., or Yiju Taihe, Beijing Beijia Commercial Consultancy Co., Ltd., Beijing Beihao Commercial Consultancy Co., Ltd., Runizhishi (Beijing) Technology Co., Ltd., and Runikeshi (Beijing) Technology Co., Ltd.; and
- “WFOEs” are to Beike Jinke (Tianjin) Technology Co., Ltd., Beike (Tianjin) Investment Co., Ltd., Jinbei (Tianjin) Technology Co., Ltd., and Realsee (Tianjin) Technology Co., Ltd., which are wholly foreign-owned entities under PRC law;

When we calculate agents on our platform, we refer to agents who are affiliated with the real estate brokerage stores and subject to our Agent Cooperation Network, or ACN, rules.

In China, real estate brokerage refers to the activities of providing intermediary or agency services in connection with housing transactions by brokerage firms and agents, wherein brokerage firms and agents are allowed to collect commissions from either or both of the buy side and the sell side as long as the payment arrangement is prescribed in the brokerage service agreements.

Unless otherwise noted, all translations from Renminbi to U.S. dollars and from U.S. dollars to Renminbi in this annual report are made at a rate of RMB7.0999 to US\$1.00, the exchange rate in effect as of December 29, 2023 as 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, or at all.

## FORWARD-LOOKING INFORMATION

This annual report contains forward-looking statements that reflect our current expectations and views of future events. The forward-looking statements are contained principally in the sections entitled “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company—B. Business Overview” and “Item 5. Operating and Financial Review and Prospects.” Known and unknown risks, uncertainties and other factors, including those listed under “Item 3. Key Information—D. Risk Factors,” may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

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

- our goals and strategies;
- our future business development, financial condition and results of operations;
- expected changes in our revenues, costs or expenditures;
- our ability to empower services and facilitate transactions on our platform;
- competition in our industry;
- government policies and regulations relating to our industry;
- our ability to protect our systems and infrastructures from cyber-attacks;
- our dependence on the integrity of brokerage brands, stores and agents on our platform;
- our ability to develop home renovation and furnishing services;
- our ability to develop rental property management services;
- general economic and business conditions in China and globally; and
- assumptions underlying or related to any of the foregoing.

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 and our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company—B. Business Overview” and “Item 5. Operating and Financial Review and Prospects” and other sections in this annual report. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. You should read thoroughly this annual report and the documents that we refer to with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements.

The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this annual report and the documents that we refer to in this annual report and have filed as exhibits to this annual report, of which this annual report is a part, 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 the VIE Contractual Arrangements

KE Holdings Inc. is not an operating company in China but a Cayman Islands holding company with no material operations of its own and does not have a majority of equity ownership in the VIEs. We conduct our operations primarily through (i) our PRC subsidiaries and (ii) the VIEs, with which we maintain contractual agreements. Our value-added telecommunication services and certain financial services in the PRC have been conducted through the applicable VIEs in order to comply with the PRC laws and regulations, which restrict and impose conditions on foreign direct investment in companies involved in the provision of value-added telecommunication services and certain financial service. Accordingly, we operate these businesses in China through the applicable VIEs, and rely on contractual arrangements among our PRC subsidiaries, the VIEs and their shareholders to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs.

The VIEs collectively held 23.8% of our cash, cash equivalents and restricted cash and 9.2% of our total assets as of December 31, 2023. Revenues contributed by the VIEs, excluding inter-group transactions, accounted for 1.2%, 0.8% and 0.8% of our total net revenues for the fiscal years 2021, 2022 and 2023, respectively. The VIEs and their subsidiaries are the operators of *Beike* and *Lianjia* mobile apps and websites and the license holders to provide the value-added telecommunication services on these platforms. To enhance the experience of the customers, agents or other business partners on our platform, we offer certain complementary services through our platform, such as online payment services, and the VIEs and their subsidiaries also hold licenses and permits for these services. Some of our key domain names, including *ke.com*, are registered under the VIEs. The VIEs and their subsidiaries also owned approximately 2%, 4% and 10% of our issued patents, registered trademarks and copyrights to software programs, respectively, as of December 31, 2023. Therefore, the VIEs and their subsidiaries hold certain intellectual properties and licenses that are critical to the availability of technologies and workforce supporting our operations and services we provide on the *Beike* platform. At the same time, the employees under the VIEs and their subsidiaries were less than 1% of the total workforce as of December 31, 2023. As used in this annual report, “Beike,” “we,” “us,” “our company” or “our” refers to KE Holdings Inc., its subsidiaries, and, in the context of describing the consolidated financial information, the VIEs and their subsidiaries in China. Investors in our ADSs thus are not purchasing equity interest in the VIEs in China but instead are purchasing equity interest in KE Holdings Inc., a Cayman Islands holding company. This VIE structure involves unique risks to investors, and investors may never directly hold equity interests in the Chinese operating company. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure.”

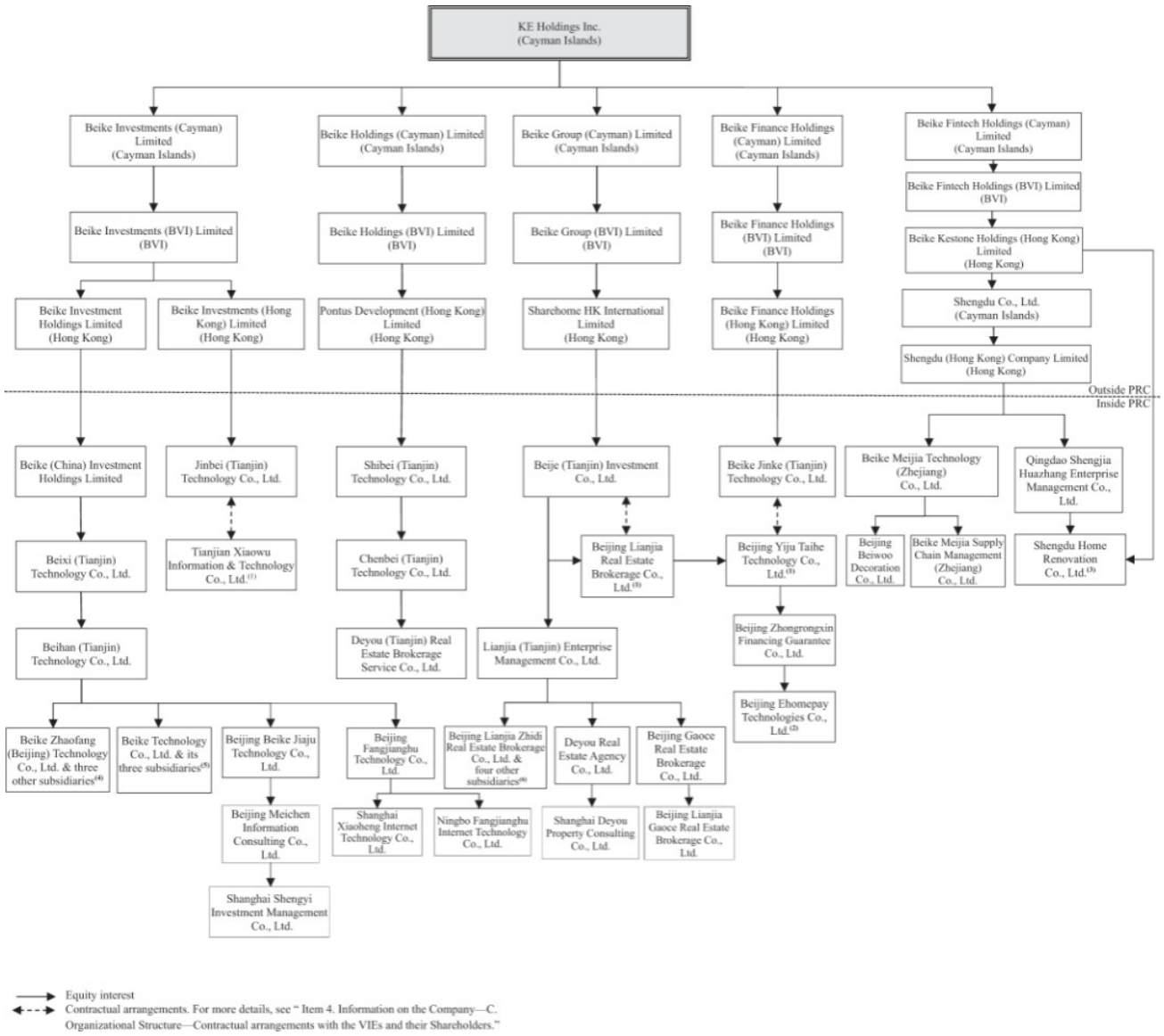
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A series of contractual agreements, including power of attorney, exclusive business cooperation agreements, equity pledge agreements, exclusive option agreements and spouse consent letters, have been entered into by and among our WFOEs, the VIEs and their respective shareholders. We depend on these contractual arrangements to provide our subsidiaries with a “controlling financial interest” in the VIEs, as defined in FASB ASC 810, making them the primary beneficiaries of the VIEs. Terms contained in each set of contractual arrangements with the VIEs and their respective shareholders are substantially similar, which enable us to (i) direct activities of the VIEs that most significantly affect the economic performance of the VIEs; (ii) receive economic benefits from the VIEs that could be significant to the VIEs; (iii) have the pledge right over the equity interests in the VIEs as the pledgee; and (iv) have an exclusive option to purchase all or part of the equity interests in and assets of the VIEs when and to the extent permitted by PRC law. As advised by our PRC legal counsel, Han Kun Law Offices, subject to the disclosure in this annual report, the terms of the contractual agreements are valid, binding and enforceable under the PRC laws and regulations currently in effect. Accordingly, we are considered the primary beneficiaries of the VIEs for accounting purposes and have consolidated the VIEs’ financial results of operations, assets and liabilities in our consolidated financial statements in accordance with U.S. GAAP. However, neither KE Holdings Inc. nor its investors have an equity ownership in, direct foreign investment in, or control through such ownership or investment of, the VIEs (except for Beike Tianjian’s 30% shareholding in Beijing Lianjia), and the VIE contractual arrangements are not equivalent to an equity ownership in the business of the VIEs. As of the date of this annual report, the contracts with the VIEs have not been tested in a court of law. For more details of these contractual arrangements, see “Item 4. Information on the Company—C. Organizational Structure—Contractual Arrangements with the VIEs and Their Shareholders.”



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The following diagram illustrates our corporate structure, including our principal subsidiaries, principal VIEs and their principal subsidiaries, and other entities that are material to our business, as of the date of this annual report:



→ Equity interest  
 ← - - - → Contractual arrangements. For more details, see "Item 4. Information on the Company—C. Organizational Structure—Contractual arrangements with the VIEs and their Shareholders."

Notes:

- (1) The registered shareholders of Beijing Lianjia are (i) Mrs. ZUO, Mr. SHAN Yigang, Mr. XU Wangang and entities controlled by Mr. PENG Yongdong or Mr. SHAN Yigang, holding 57% equity interests in aggregate; (ii) Beike (Tianjin) Investment Co., Ltd., holding 30% equity interests; and (iii) several other individuals and entities associated with us, holding 13% equity interests in aggregate. Mrs. ZUO is the spouse of Mr. ZUO Hui, our founder and permanent chairman emeritus, and a principal shareholder of us. Each of Mr. PENG Yongdong, Mr. SHAN Yigang and Mr. XU Wangang is our director. The registered shareholders of Tianjin Xiaowu are Mrs. ZUO and Mr. SHAN Yigang, holding 94% and 6% equity interests, respectively. The registered shareholders of Yiju Taihe are (i) Beijing Lianjia, holding 80% equity interests; (ii) Mrs. ZUO, Mr. SHAN Yigang, Mr. XU Wangang and entities controlled by Mrs. ZUO or Mr. SHAN Yigang, holding 17% equity interests in aggregate; and (iii) several other individuals and entities associated with us, holding 3% equity interests in aggregate. The registered shareholders of Beijing Beijia Commercial Consultancy Co., Ltd. are (i) Mr. PENG Yongdong and Mr. XU Tao, holding 50% equity interests in aggregate; and (ii) several other individuals associated with us, holding 50% equity interests in aggregate. The registered shareholders of Beijing Beihao Commercial Consultancy Co., Ltd. are (i) Mr. XU Wangang, holding 4% equity interests; and (ii) several other individuals affiliated with us, holding 96% equity interests in aggregate.
- (2) Beijing Zhongrongxin Financing Guarantee Co., Ltd. owns 95% of the total equity interest, and Beijing Zhonghetai Investment Consulting Co., Ltd., a wholly-owned subsidiary of Yiju Taihe, owns the remaining 5%.
- (3) Qingdao Shengjia Huazhang Enterprise Management Co., Ltd. owns 94% of the total equity interest, and Beike Kestone Holdings (Hong Kong) Limited owns the remaining 6%.
- (4) Shanghai Chenhaibei Internet Technology Co., Ltd., Tianjin Haibei Information & Technology Co., Ltd. and Shanghai Huibeiju Technology Co., Ltd.
- (5) Beike Zhaofang Technology Co., Ltd., Tianjin Haibei Technology Service Co., Ltd. and Shanghai Haibi Technology Co., Ltd., the subsidiary of Beike Zhaofang Technology Co., Ltd.
- (6) Beijing Fangyuan Real Estate Consulting Services Co., Ltd., Beijing Lianjia Rongsheng Management Consulting Co., Ltd., Sichuan Lianjia Real Estate Brokerage Co., Ltd., and Beijing Xinfu Home Rental Co., Ltd., one of the subsidiaries of Beijing Lianjia Rongsheng Management Consulting Co., Ltd.

Our corporate structure is subject to risks associated with our contractual arrangements with the VIEs. Investors may not directly hold equity interests in the VIEs or in the businesses that are conducted by the VIEs, and the VIE structure provides contractual exposure to foreign investment in the companies which involve foreign investment restrictions. 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. This may result in the VIEs being deconsolidated, which would materially and adversely affect our operations, and our ADSs may decline significantly in value or become worthless. Our holding company, our PRC subsidiaries, the VIEs, and investors of our company may face potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the VIEs and, consequently, significantly affect the financial performance of the VIEs and our company as a whole. The PRC regulatory authorities could disallow the VIE 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 or become worthless. The contractual arrangements may not be as effective as direct ownership in providing us with control over the VIEs, the shareholders of the VIEs may have potential conflicts of interest with us, and we may incur substantial costs to enforce the terms of the arrangements. As such, the VIE structure involves unique risks to investors of our holding company. 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 risks related to doing business in China that could result in a material change in our operations. Our business operations are primarily conducted in China, and we are subject to complex and evolving PRC laws and regulations. For example, we face risks associated with regulatory approvals on offshore offerings and listings, anti-monopoly regulatory actions, and oversight on cybersecurity and data privacy. PRC government's authority in regulating the industries in which we operate and our operations and its oversight and control over offerings and listings 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 or be worthless. For more details, see "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China."

For example, the PRC Data Security Law and the PRC Personal Information Protection Law promulgated in 2021 posed additional challenges to our cybersecurity and data privacy compliance. The Cybersecurity Review Measures issued by the Cyberspace Administration of China and several other PRC governmental authorities in December 2021, as well as the draft Regulations on the Administration of Cyber Data Security (Draft for Comments) published by the Cyberspace Administration of China for public comments in November 2021, exposes additional requirements on China-based overseas-listed companies like us. If the detailed rules, implementations, or the enacted version of the draft measures mandate clearance of cybersecurity review and other specific actions to be completed by us, we cannot assure you that such clearance can be timely obtained, the failure of which may subject us to penalties, which could materially and adversely affect our business and results of operations and the price of our ADSs. See "Item 3. Key Information—Risk Factors—Risks Related to Our Business and Industry—Our business generates and processes a large amount of data and is subject to various evolving PRC laws and regulations regarding cybersecurity and data privacy. Failure of cybersecurity and data privacy concerns could subject us to significant reputational, financial, legal and operational consequences, and deter current and potential customers from using our services" for additional details.

In addition, on February 17, 2023, the China Securities Regulatory Commission, or the CSRC, issued the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies and five supporting guidelines, which became effective on March 31, 2023. Pursuant to the measures, PRC domestic companies that directly or indirectly seek to offer or list their securities on an overseas stock exchange, including a PRC company limited by shares and an offshore company whose main business operations are in mainland China and intends to offer securities or be listed on an overseas stock exchange based on its onshore equities, assets, incomes or similar interests, are required to file with the CSRC within three business days after submitting their application documents to the regulator in the place of intended listing or offering. Particularly, as for the PRC domestic companies that have directly or indirectly listed securities in overseas markets intend to conduct follow-on offerings in overseas markets, such companies are required to submit the filing with respect to the follow-on offering within three business days after completion of the follow-on offering. Failure to complete the filing under the measures, concealing any material fact or falsifying any major content in its filing documents may subject the company to administrative penalties, such as order to rectify, warnings, fines. Its controlling shareholders, actual controllers, direct officers-in-charge and other direct personnel-in-charge may also be subject to administrative penalties, such as warnings and fines. At the press conference held by the CSRC on February 17, 2023 for the measures, officials from the CSRC confirmed that the companies in mainland China that have been listed overseas before March 31, 2023 are not required to file with the CSRC immediately, but these companies should complete filing with the CSRC for their refinancing activities and future offerings in accordance with the measures. Based on the foregoing, as of the date of this annual report, we are not required to complete filing with the CSRC for our listing on the New York Stock Exchange, or the NYSE, and the Hong Kong Stock Exchange, but we may be subject to the filing requirements for our future capital raising activities and security offerings under the measures. As the measures were newly promulgated, there remain uncertainties about how the measures will be interpreted or implemented and how they will affect our operations and future overseas offerings. We cannot assure you that we will be able to complete such filing in a timely manner and fully comply with such regulations to maintain the listing status of our ADSs and/or other securities, or to conduct any securities offerings in the future. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC government's oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our securities."

Furthermore, the PRC anti-monopoly regulators have promulgated new anti-monopoly and competition laws and regulations and strengthened the enforcement under these laws and regulations. There remain uncertainties as to how the laws, regulations and guidelines recently promulgated will be implemented and whether these laws, regulations and guidelines will have a material impact on our business, financial condition, results of operations and prospects. We cannot assure you that our business operations comply with such regulations and authorities' requirements in all respects. If any non-compliance is raised by authorities and determined against us, we may be subject to fines and other penalties. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—Any failure or perceived failure by us to comply with the anti-monopoly and competition laws and regulations in the PRC may result in governmental investigations, enforcement actions, litigation or claims against us and could have an adverse effect on business, reputation, results of operations and financial condition."

Evolvements of the legal system in China, including risks and uncertainties regarding that the rules and regulations in China can change quickly with little advance notice and that the Chinese government may intervene or influence our operations in accordance with laws and regulations at any time, 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—The PRC legal system is evolving, which leads to uncertainties that could materially and adversely affect us.”

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 continue to offer securities to investors, or cause the value of such securities to significantly decline or be worthless. 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.”

### **Permissions Required from the PRC Authorities for Our Operations**

We conduct our business primarily through our subsidiaries and the VIEs and their subsidiaries in China. Our operations in China are governed by PRC laws and regulations. In addition to the Business License issued by a department of the State Administration for Market Regulation for each of our PRC subsidiaries and the VIEs and their subsidiaries, the PRC subsidiaries and the VIEs and their subsidiaries are required to obtain, and have obtained the following requisite permissions for their main operations: the filings for real estate brokerage business, the operating license for value-added telecommunication business, the qualification certificate of construction enterprise, the qualification certificate of construction project design, the safety production license, the filings for home rental business, the license for non-financial institution payment service, the approval for establishment of micro credit company, the license for financing guarantee business, the license for insurance brokerage business, the approval for commercial factoring business and filing on commercial franchising.

Apart from the permits and licenses above, we may be subject to additional licensing requirements for our business operation as the interpretation and implementation of laws and regulations and the enforcement practice by government authorities are evolving. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—If we fail to obtain or keep licenses, permits or approvals applicable to the various services provided by us, we may incur significant financial penalties and other government sanctions” for more details.

Furthermore, in connection with our issuance of securities to foreign investors, as of the date of this annual report, neither we, our PRC subsidiaries, nor the VIEs or their subsidiaries have received any formal inquiry, notice, warning or sanction from the CSRC, the Cyberspace Administration of China or any PRC governmental authorities in connection with requirements of obtaining prior approval or permission for our historical issuance to foreign investors. Our PRC legal counsel, Han Kun Law Offices, has advised us that, based on their understanding of the currently effective PRC laws and regulations as of the date of this annual report, we are not required to obtain any prior approval or permission from the CSRC, the Cyberspace Administration of China or any other PRC governmental authorities for our historical offshore offerings to foreign investors. However, our PRC legal counsel has further advised us that there remains some uncertainty as to how rules published by the CSRC and the Cyberspace Administration of China will be interpreted or implemented, and its opinions summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form. We cannot assure you that PRC governmental authorities, including the CSRC and the Cyberspace Administration of China, would reach the same conclusion as our PRC legal counsel, and hence, we may face regulatory actions or other sanctions from them. Besides, the PRC government has enhanced its oversight over offerings that are conducted overseas and/or foreign investment in China-based issuers like us, and published a series of new rules in this regard, the interpretation and implementation of which remains uncertain. Therefore, there are uncertainties as to whether we will be able to complete filing with the CSRC or will be required to obtain any specific regulatory approvals from the Cyberspace Administration of China or any other PRC governmental authorities for our future offshore offerings. If we had inadvertently concluded that such approvals were not required, or if applicable laws, regulations or interpretations change in a way that requires us to obtain such approval in the future, we may be unable to obtain such necessary approvals in a timely manner, or at all, and such approvals may be rescinded even if obtained. Any such circumstance could subject us to penalties, including fines, suspension of business and revocation of required licenses, significantly limit or completely hinder our ability to continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Filings, approvals or other administration requirements of the CSRC, the Cyberspace Administration of China or other PRC governmental authorities may be required in connection with our future offshore offerings under PRC law” and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC government’s oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our securities” for more details.

## The Holding Foreign Companies Accountable Act

Pursuant to the Holding Foreign Companies Accountable Act, or the HFCAA, as amended by the Consolidated Appropriations Act, 2023, if the Securities and Exchange Commission of the United States, or the SEC, determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the Public Company Accounting Oversight Board, or the PCAOB, for two consecutive years, the SEC will prohibit our shares or the 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 was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong, including our auditor. In May 2022, the SEC conclusively listed us as a Commission-Identified Issuer under the HFCAA following the filing of the annual report on Form 20-F for the fiscal year ended December 31, 2021. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. For this reason, we were not identified as a Commission-Identified Issuer under the HFCAA after we filed the annual report on Form 20-F for the fiscal year ended December 31, 2022 and do not expect to be so identified after we file this annual report on Form 20-F for the fiscal year ended December 31, 2023.

Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in mainland China and Hong Kong, among other jurisdictions. If PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong and we continue to use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. There can be no assurance that we would not be identified as a Commission-Identified Issuer for any future fiscal year, and if we were so identified for two consecutive years, we would become subject to the prohibition on trading under the HFCAA. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PCAOB had historically been 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 in the past has deprived 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 may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.”

## Cash Flows Through Our Organization

KE Holdings Inc., our Cayman Islands holding company, or the Parent, transfers cash to our wholly-owned Hong Kong subsidiaries (through intermediate holding companies in the Cayman Islands and the British Virgin Islands), by making capital contributions or providing loans, and our Hong Kong subsidiaries transfer cash to our PRC subsidiaries by making capital contributions or providing loans to them.

The Parent and its subsidiaries generally transfer cash to the VIEs by loans or by making payment to the VIEs for inter-group transactions. The Parent may transfer cash to one of the VIEs, Beijing Lianjia, by making capital contributions through intermediate holding companies in the Cayman Islands and the British Virgin Islands and our Hong Kong and PRC subsidiaries.

The following table sets forth the amount of the transfers for the periods presented.

	Years Ended December 31,		
	2021	2022	2023
	(RMB in thousands)		
Loans from Parent to Cayman Islands, British Virgin Islands, and Hong Kong subsidiaries <sup>(1)</sup>	4,581,814	(5,267,047)	467,939
Capital contributions from Hong Kong subsidiaries to PRC subsidiaries <sup>(2)</sup>	300,000	—	300,000
Loans from Hong Kong subsidiaries to PRC subsidiaries <sup>(2)</sup>	9,332,778	4,096,214	2,282,145
Net amounts paid by subsidiaries to VIEs <sup>(3)</sup>	240,243	191,090	1,287,319

Notes:

(1) Represents the “Investments in and loans to subsidiaries and VIEs” of the Parent as in the condensed consolidating schedule of cash flow data.

(2) The items “Capital contributions from Hong Kong subsidiaries to PRC subsidiaries” and “Loans from Hong Kong subsidiaries to PRC subsidiaries” include the following:

- Cash flows from Hong Kong subsidiaries (included in the “Other Subsidiaries” column) to primary beneficiary of VIEs which are included in “Proceeds and loans from Parent and other Group companies” of primary beneficiary of VIEs in the consolidating schedules; and
- Cash flows from Hong Kong subsidiaries to other PRC subsidiaries, which represent cash flows between entities all within the “Other Subsidiaries” column and are thus eliminated in the presentation of the consolidating schedules.

(3) Represents the “Operating cash flow from the Group companies” of the VIEs plus “Proceeds and loans from Parent and other Group companies” of the VIEs in the condensed consolidating schedule of cash flow data. The cash flows between the subsidiaries and the VIEs included the following:

- Cash paid by the subsidiaries to the VIEs for financial platform and other financial related services provided by the VIEs;
- Cash paid by the subsidiaries to the VIEs for referral and other services;
- Cash paid by the VIEs to the subsidiaries for referral and professional services; and
- Intercompany advances from equity-owned subsidiaries to the VIEs, and repayment of intercompany advances by the VIEs.

The cash received from loans and payment for acquiring the subsidiaries were used by the VIEs for returning the onshore capital to preferred shareholders in connection with the reorganization. Other funds have been used by the VIEs for their operations.

As of December 31, 2023, the Parent had made cumulative capital contribution of RMB4,364.5 million and provided cumulative loans of RMB31,086.9 million to our PRC subsidiaries through intermediate holding companies.

The VIEs may transfer cash to the WFOEs by paying service fees according to the exclusive business cooperation agreements. Pursuant to these agreements between each of the VIEs and its corresponding WFOEs, each of the VIEs agrees to pay the WFOE for services related to comprehensive technical support, professional training, consulting and marketing and promotional services at an amount based on 100% of the balance of the gross consolidated profits of each VIE after offsetting the accumulated losses for the preceding financial years and deducting the working capital, expenses, taxes and other statutory contributions required for any financial year, or the amount determined by the WFOE in accordance with the terms of the agreements. Considering the future operating and cashflow needs of the VIEs, for the years ended December 31, 2021, 2022 and 2023, no service fees were charged to the VIEs by the WFOEs, and no payments were made by the VIEs under these agreements. If there is any amount payable to WFOEs under the VIE agreements, the VIEs will settle the amount accordingly.

For the years ended December 31, 2021, 2022 and 2023, no dividends or distributions were made to the Parent by our subsidiaries.

In August 2023, our board of directors approved a special cash dividend of US\$0.057 per ordinary share, or US\$0.171 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on September 15, 2023. The aggregate amount of the special cash dividend was approximately US\$0.2 billion and was paid in September 2023 for holders of ordinary shares and in October 2023 for holders of ADSs. In March 2024, our board of directors approved a final cash dividend of US\$0.117 per ordinary share, or US\$0.351 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on April 5, 2024. The aggregate amount of the final cash dividend was approximately US\$0.4 billion and was paid in April 2024. See “Item 8. Financial Information - A. Consolidated Statements and Other Financial Information - Dividend Policy.” For the Cayman Islands, PRC and U.S. federal income tax considerations applicable to an investment in our ADSs or Class A ordinary shares, see “Item 10. Additional Information - E. Taxation.”



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For purposes of illustration, the following discussion reflects the hypothetical taxes that might be required to be paid within Mainland China, assuming that: (i) we have taxable earnings, and (ii) we determine to pay a dividend in the future:

	<b>Taxation Scenario<sup>(1)</sup> Statutory Tax and Standard Rates</b>
Hypothetical pre-tax earnings <sup>(2)</sup>	100 %
Tax on earnings at statutory rate of 25% <sup>(3)</sup>	(25)%
Net earnings available for distribution	75 %
Withholding tax at standard rate of 10% <sup>(4)</sup>	(7.5)%
Net distribution to Parent/Shareholders	67.5 %

Notes:

- (1) For purposes of this example, the tax calculation has been simplified. The hypothetical book pre-tax earnings amount, not considering timing differences, is assumed to equal taxable income in China.
- (2) Under the terms of VIE agreements, our PRC subsidiaries may charge the VIEs for services provided to VIEs. These fees shall be recognized as expenses of the VIEs, with a corresponding amount as service income by our PRC subsidiaries and eliminate in consolidation. For income tax purposes, our PRC subsidiaries and VIEs file income tax returns on a separate company basis. The fees paid are recognized as a tax deduction by the VIEs and as income by our PRC subsidiaries and are tax neutral.
- (3) Certain of our subsidiaries and VIEs qualifies for a 15% preferential income tax rate in China. However, such rate is subject to qualification, is temporary in nature, and may not be available in a future period when distributions are paid. For purposes of this hypothetical example, the table above reflects a maximum tax scenario under which the full statutory rate would be effective.
- (4) The PRC Enterprise Income Tax Law imposes a withholding income tax of 10% on dividends distributed by a foreign invested enterprise to its immediate holding company outside of China. A lower withholding income tax rate of 5% is applied if the foreign invested enterprise's immediate holding company is registered in Hong Kong or other jurisdictions that have a tax treaty arrangement with China, subject to a qualification review at the time of the distribution. For purposes of this hypothetical example, the table above assumes a maximum tax scenario under which the full withholding tax would be applied.

The table above has been prepared under the assumption that all profits of the VIEs will be distributed as fees to our PRC subsidiaries under tax neutral contractual arrangements. If, in the future, the accumulated earnings of the VIEs exceed the fees paid to our PRC subsidiaries (or if the current and contemplated fee structure between the intercompany entities is determined to be non-substantive and disallowed by Chinese tax authorities), the VIEs could, as a matter of last resort, make a non-deductible transfer to our PRC subsidiaries for the amounts of the stranded cash in the VIEs. This would result in such transfer being non-deductible expenses for the VIEs but still taxable income for the PRC subsidiaries. Such a transfer and the related tax burdens would reduce our after-tax income to approximately 50.6% of the pre-tax income. Our management believes that there is only a remote possibility that this scenario would happen.

As KE Holdings Inc. is a Cayman Islands holding company with no material operations of its own, its ability to pay dividends depends upon dividends paid by our PRC subsidiaries. Our PRC subsidiaries in turn generate income from their own operations, and in addition enjoy all economic benefit and may receive service fees from the VIEs pursuant to the exclusive business cooperation agreement with the VIEs. 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 distribute earnings or pay dividends to us. Under PRC law, each of our subsidiaries and the 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 its registered capital. In addition, each of our subsidiaries and the VIEs in China may allocate a portion of its after-tax profits based on PRC accounting standards to a surplus fund at its 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 the State Administration of Foreign Exchange, or SAFE, and declaration and payment of withholding tax. Additionally, if our PRC subsidiaries and the VIEs incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends or make other distributions to us. Our PRC subsidiaries have not paid dividends and will not be able to pay dividends until it generates accumulated profits and meets the requirements for statutory reserve funds. For more details, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—PRC regulation of loans to and direct investment in PRC entities by offshore holding companies may delay us from using the proceeds of our offshore offerings to make loans or additional capital contributions to our PRC subsidiaries and to make loans to the VIEs, which could materially and adversely affect our liquidity and our ability to fund and expand our business” and “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Governmental regulation of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.” Except these regulatory requirements, there are not any other statutory restrictions and limitations on our ability to distribute earnings from our PRC subsidiaries to the parent company and U.S. investors or the ability of the VIEs to settle amounts owned under the VIE agreements.



**Financial Information Related to the VIEs**

The following table presents the condensed consolidating schedule of balance sheet data for the Parent, our wholly owned subsidiaries that are primary beneficiary of VIEs, VIEs (inclusive of the VIEs' subsidiaries) and other consolidated subsidiaries, or Other Subsidiaries, as of the dates presented.

	As of December 31, 2023					
	Parent	Other Subsidiaries	Primary Beneficiary of VIEs (RMB in thousands)	VIEs	Eliminations	Consolidated
Cash and cash equivalents	9,414	15,356,549	2,036,021	2,232,732	—	19,634,716
Restricted cash	—	2,289,623	—	3,933,122	—	6,222,745
Short-term investments	537,847	32,917,449	802,662	—	—	34,257,958
Accounts receivable and contract assets, net	—	3,148,559	—	27,610	—	3,176,169
Amount due from the Group companies <sup>(1)</sup>	688,776	80,488,447	72,894,425	2,671,350	(156,742,998)	—
Other current assets	2,003	4,419,179	28,114	2,012,739	—	6,462,035
<b>Total current assets</b>	<b>1,238,040</b>	<b>138,619,806</b>	<b>75,761,222</b>	<b>10,877,553</b>	<b>(156,742,998)</b>	<b>69,753,623</b>
Investment in subsidiaries <sup>(2)</sup>	67,805,473	48,146	19,392,776	—	(87,246,395)	—
Net assets of VIEs <sup>(2)</sup>	3,061,116	3,061,116	3,061,116	—	(9,183,348)	—
Long-term investments	—	22,986,198	584,790	—	—	23,570,988
Right-of-use assets	—	17,617,716	—	199	—	17,617,915
Intangible assets, net <sup>(3)</sup>	—	1,623,134	—	26,395	(582,070)	1,067,459
Other non-current assets	—	8,183,250	—	138,696	—	8,321,946
<b>Total non-current assets</b>	<b>70,866,589</b>	<b>53,519,560</b>	<b>23,038,682</b>	<b>165,290</b>	<b>(97,011,813)</b>	<b>50,578,308</b>
<b>TOTAL ASSETS</b>	<b>72,104,629</b>	<b>192,139,366</b>	<b>98,799,904</b>	<b>11,042,843</b>	<b>(253,754,811)</b>	<b>120,331,931</b>
Accounts payable	—	6,260,516	—	68,000	—	6,328,516
Employee compensation and welfare payable	—	7,773,862	—	371,917	—	8,145,779
Customer deposits payable	—	1,360,053	—	2,540,511	—	3,900,564
Amount due to the Group companies <sup>(1)</sup>	—	76,254,551	75,686,251	4,802,196	(156,742,998)	—
Other current liabilities	4,805	20,920,819	29,545	193,955	—	21,149,124
<b>Total current liabilities</b>	<b>4,805</b>	<b>112,569,801</b>	<b>75,715,796</b>	<b>7,976,579</b>	<b>(156,742,998)</b>	<b>39,523,983</b>
Deferred tax liabilities	—	275,553	—	3,788	—	279,341
Operating lease liabilities	—	8,327,113	—	—	—	8,327,113
Other non-current liabilities	—	389	—	—	—	389
<b>Total non-current liabilities</b>	<b>—</b>	<b>8,603,055</b>	<b>—</b>	<b>3,788</b>	<b>—</b>	<b>8,606,843</b>
<b>TOTAL LIABILITIES</b>	<b>4,805</b>	<b>121,172,856</b>	<b>75,715,796</b>	<b>7,980,367</b>	<b>(156,742,998)</b>	<b>48,130,826</b>
<b>TOTAL KE HOLDINGS INC.</b>						
<b>SHAREHOLDERS' EQUITY</b>	<b>72,099,824</b>	<b>70,866,589</b>	<b>23,084,108</b>	<b>3,061,116</b>	<b>(97,011,813)</b>	<b>72,099,824</b>
<b>Non-controlling interests</b>	<b>—</b>	<b>99,921</b>	<b>—</b>	<b>1,360</b>	<b>—</b>	<b>101,281</b>
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>72,099,824</b>	<b>70,966,510</b>	<b>23,084,108</b>	<b>3,062,476</b>	<b>(97,011,813)</b>	<b>72,201,105</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>						
	<b>72,104,629</b>	<b>192,139,366</b>	<b>98,799,904</b>	<b>11,042,843</b>	<b>(253,754,811)</b>	<b>120,331,931</b>

	As of December 31, 2022					
	Parent	Other Subsidiaries	Primary Beneficiary of VIEs (RMB in thousands)	VIEs	Eliminations	Consolidated
Cash and cash equivalents	12,818	15,797,420	1,728,975	1,873,989	—	19,413,202
Restricted cash	—	2,374,274	—	3,806,783	—	6,181,057
Short-term investments	7,372,995	27,665,330	—	447,583	—	35,485,908
Accounts receivable and contract assets, net	—	4,139,648	—	23,374	—	4,163,022
Amount due from the Group companies <sup>(1)</sup>	1,226,906	52,614,073	46,617,540	3,041,482	(103,500,001)	—
Other current assets	13,927	3,736,853	38,028	1,392,678	—	5,181,486
<b>Total current assets</b>	<b>8,626,646</b>	<b>106,327,598</b>	<b>48,384,543</b>	<b>10,585,889</b>	<b>(103,500,001)</b>	<b>70,424,675</b>
Investment in subsidiaries <sup>(2)</sup>	56,064,739	—	14,562,240	—	(70,626,979)	—
Net assets of VIEs <sup>(2)</sup>	3,716,231	3,716,231	3,716,231	—	(11,148,693)	—
Long-term investments	516,873	16,908,780	500,000	—	—	17,925,653
Right-of-use assets	—	11,283,997	—	73	—	11,284,070
Intangible assets, net <sup>(3)</sup>	—	2,528,006	—	33,786	(874,816)	1,686,976
Other non-current assets	—	7,869,570	—	156,403	—	8,025,973
<b>Total non-current assets</b>	<b>60,297,843</b>	<b>42,306,584</b>	<b>18,778,471</b>	<b>190,262</b>	<b>(82,650,488)</b>	<b>38,922,672</b>
<b>TOTAL ASSETS</b>	<b>68,924,489</b>	<b>148,634,182</b>	<b>67,163,014</b>	<b>10,776,151</b>	<b>(186,150,489)</b>	<b>109,347,347</b>
Accounts payable	—	5,780,411	—	62,910	—	5,843,321
Employee compensation and welfare payable	—	8,978,638	—	386,874	—	9,365,512
Customer deposits payable	—	1,279,725	—	2,915,103	—	4,194,828
Amount due to the Group companies <sup>(1)</sup>	—	50,885,928	49,181,431	3,432,642	(103,500,001)	—
Other current liabilities	4,129	13,662,471	14,468	256,589	—	13,937,657
<b>Total current liabilities</b>	<b>4,129</b>	<b>80,587,173</b>	<b>49,195,899</b>	<b>7,054,118</b>	<b>(103,500,001)</b>	<b>33,341,318</b>
Deferred tax liabilities	—	346,703	—	4,483	—	351,186
Operating lease liabilities	—	6,599,907	—	23	—	6,599,930
Deficit in subsidiaries <sup>(2)</sup>	—	1,186,172	—	—	(1,186,172)	—
Other non-current liabilities	—	475	—	—	—	475
<b>Total non-current liabilities</b>	<b>—</b>	<b>8,133,257</b>	<b>—</b>	<b>4,506</b>	<b>(1,186,172)</b>	<b>6,951,591</b>
<b>TOTAL LIABILITIES</b>	<b>4,129</b>	<b>88,720,430</b>	<b>49,195,899</b>	<b>7,058,624</b>	<b>(104,686,173)</b>	<b>40,292,909</b>
<b>TOTAL KE HOLDINGS INC.</b>						
SHAREHOLDERS' EQUITY	68,920,360	59,780,970	17,967,115	3,716,231	(81,464,316)	68,920,360
Non-controlling interests	—	132,782	—	1,296	—	134,078
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>68,920,360</b>	<b>59,913,752</b>	<b>17,967,115</b>	<b>3,717,527</b>	<b>(81,464,316)</b>	<b>69,054,438</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>68,924,489</b>	<b>148,634,182</b>	<b>67,163,014</b>	<b>10,776,151</b>	<b>(186,150,489)</b>	<b>109,347,347</b>

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The following table presents the condensed consolidating schedule of results of operations for the VIEs and other entities for the periods presented.

For the Year ended December 31, 2023						
Parent	Other Subsidiaries	Primary Beneficiary of VIEs	VIEs	Eliminations	Consolidated	
(RMB in thousands)						
Net revenues from third parties	—	77,181,434	—	595,498	—	77,776,932
Net revenues from the Group companies <sup>(4)</sup>	—	176,927	—	263,430	(440,357)	—
<b>Total net revenues</b>	<b>—</b>	<b>77,358,361</b>	<b>—</b>	<b>858,928</b>	<b>(440,357)</b>	<b>77,776,932</b>
Cost of revenues - third parties	—	(55,803,552)	—	(255,366)	—	(56,058,918)
Cost of revenues - Group companies <sup>(4)</sup>	—	(656,398)	—	(65,535)	721,933	—
<b>Total cost of revenues</b>	<b>—</b>	<b>(56,459,950)</b>	<b>—</b>	<b>(320,901)</b>	<b>721,933</b>	<b>(56,058,918)</b>
<b>Gross profit</b>	<b>—</b>	<b>20,898,411</b>	<b>—</b>	<b>538,027</b>	<b>281,576</b>	<b>21,718,014</b>
Operating expenses <sup>(3)(4)</sup>	(45,781)	(16,261,055)	(111,673)	(372,456)	(129,979)	(16,920,944)
Others	115,859	2,110,889	921,202	75,727	(136,752)	3,086,925
Share of income of subsidiaries <sup>(2)</sup>	5,618,262	809,529	3,680,538	—	(10,108,329)	—
Income of the VIEs <sup>(2)</sup>	194,884	194,884	194,884	—	(584,652)	—
<b>Income before income tax expense</b>	<b>5,883,224</b>	<b>7,752,658</b>	<b>4,684,951</b>	<b>241,298</b>	<b>(10,678,136)</b>	<b>7,883,995</b>
Income tax expense	—	(1,948,041)	—	(46,350)	—	(1,994,391)
<b>Net income</b>	<b>5,883,224</b>	<b>5,804,617</b>	<b>4,684,951</b>	<b>194,948</b>	<b>(10,678,136)</b>	<b>5,889,604</b>
Net income attributable to non-controlling interests shareholders	—	(6,316)	—	(64)	—	(6,380)
<b>Net income attributable to KE Holdings Inc.</b>	<b>5,883,224</b>	<b>5,798,301</b>	<b>4,684,951</b>	<b>194,884</b>	<b>(10,678,136)</b>	<b>5,883,224</b>

For the Year ended December 31, 2022						
Parent	Other Subsidiaries	Primary Beneficiary of VIEs	VIEs	Eliminations	Consolidated	
(RMB in thousands)						
Net revenues from third parties	—	60,198,215	—	470,564	—	60,668,779
Net revenues from the Group companies <sup>(4)</sup>	—	54,483	—	183,146	(237,629)	—
<b>Total net revenues</b>	<b>—</b>	<b>60,252,698</b>	<b>—</b>	<b>653,710</b>	<b>(237,629)</b>	<b>60,668,779</b>
Cost of revenues - third parties	—	(46,649,250)	—	(238,782)	—	(46,888,032)
Cost of revenues - Group companies <sup>(4)</sup>	—	(12,949)	—	(50,456)	63,405	—
<b>Total cost of revenues</b>	<b>—</b>	<b>(46,662,199)</b>	<b>—</b>	<b>(289,238)</b>	<b>63,405</b>	<b>(46,888,032)</b>
<b>Gross profit</b>	<b>—</b>	<b>13,590,499</b>	<b>—</b>	<b>364,472</b>	<b>(174,224)</b>	<b>13,780,747</b>
Operating expenses <sup>(3)(4)</sup>	(140,148)	(14,497,841)	(40,530)	(292,567)	357,433	(14,613,653)
Others	93,988	1,082,864	124,698	62,041	(238,395)	1,125,196
Share of income (loss) of subsidiaries <sup>(2)</sup>	(1,436,950)	80,452	(130,097)	—	1,486,595	—
Income of the VIEs <sup>(2)</sup>	97,036	97,036	97,036	—	(291,108)	—
<b>Income (loss) before income tax expense</b>	<b>(1,386,074)</b>	<b>353,010</b>	<b>51,107</b>	<b>133,946</b>	<b>1,140,301</b>	<b>292,290</b>
Income tax expense	—	(1,648,935)	(3,716)	(36,923)	—	(1,689,574)
<b>Net income (loss)</b>	<b>(1,386,074)</b>	<b>(1,295,925)</b>	<b>47,391</b>	<b>97,023</b>	<b>1,140,301</b>	<b>(1,397,284)</b>
Net loss attributable to non-controlling interests shareholders	—	11,197	—	13	—	11,210
<b>Net income (loss) attributable to KE Holdings Inc.</b>	<b>(1,386,074)</b>	<b>(1,284,728)</b>	<b>47,391</b>	<b>97,036</b>	<b>1,140,301</b>	<b>(1,386,074)</b>

For the Year ended December 31, 2021						
	Parent	Other Subsidiaries	Primary Beneficiary of VIEs	VIEs	Eliminations	Consolidated
	(RMB in thousands)					
Net revenues from third parties	—	79,805,556	—	946,883	—	80,752,439
Net revenues from the Group companies <sup>(4)</sup>	—	399,217	—	184,717	(583,934)	—
<b>Total net revenues</b>	<b>—</b>	<b>80,204,773</b>	<b>—</b>	<b>1,131,600</b>	<b>(583,934)</b>	<b>80,752,439</b>
Cost of revenues - third parties	—	(64,503,389)	—	(429,635)	—	(64,933,024)
Cost of revenues - Group companies <sup>(4)</sup>	—	(16,547)	—	(189,293)	205,840	—
<b>Total cost of revenues</b>	<b>—</b>	<b>(64,519,936)</b>	<b>—</b>	<b>(618,928)</b>	<b>205,840</b>	<b>(64,933,024)</b>
<b>Gross profit</b>	<b>—</b>	<b>15,684,837</b>	<b>—</b>	<b>512,672</b>	<b>(378,094)</b>	<b>15,819,415</b>
Operating expenses <sup>(3)(4)</sup>	(92,393)	(17,101,568)	(3)	(643,533)	663,218	(17,174,279)
Others	316,844	1,865,693	168,328	117,122	27,603	2,495,590
Share of income (loss) of subsidiaries <sup>(2)</sup>	(696,144)	99,204	1,048,228	—	(451,288)	—
Loss of the VIEs <sup>(2)</sup>	(52,436)	(52,436)	(52,436)	—	157,308	—
<b>Income (loss) before income tax expense</b>	<b>(524,129)</b>	<b>495,730</b>	<b>1,164,117</b>	<b>(13,739)</b>	<b>18,747</b>	<b>1,140,726</b>
Income tax expense	—	(1,557,553)	(69,121)	(38,818)	—	(1,665,492)
<b>Net income (loss)</b>	<b>(524,129)</b>	<b>(1,061,823)</b>	<b>1,094,996</b>	<b>(52,557)</b>	<b>18,747</b>	<b>(524,766)</b>
Net loss attributable to non-controlling interests shareholders	—	516	—	121	—	637
<b>Net income (loss) attributable to KE Holdings Inc.</b>	<b>(524,129)</b>	<b>(1,061,307)</b>	<b>1,094,996</b>	<b>(52,436)</b>	<b>18,747</b>	<b>(524,129)</b>

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The following table presents condensed consolidating schedule of cash flow data for the VIEs and other entities for the years ended presented.

	For the Year ended December 31, 2023					
	Parent	Other Subsidiaries	Primary Beneficiary of VIEs (RMB in thousands)	VIEs	Eliminations	Consolidated
<b>Cash flows from operating activities:</b>						
Operating cash flow from third parties	62,063	11,756,943	(52,916)	(608,465)	—	11,157,625
Operating cash flow from the Group companies <sup>(4)</sup>	—	(2,497,280)	290,677	2,206,603	—	—
<b>Net cash provided by operating activities</b>	<b>62,063</b>	<b>9,259,663</b>	<b>237,761</b>	<b>1,598,138</b>	<b>—</b>	<b>11,157,625</b>
<b>Cash flows from investing activities:</b>						
Purchases of short-term investments	(4,077,423)	(32,400,000)	(800,000)	(1,596,760)	—	(38,874,183)
Maturities of short-term investments	7,415,894	32,002,167	—	2,047,618	—	41,465,679
Cash paid for business combination, net of cash acquired	—	(9,893)	—	—	—	(9,893)
Purchases of property, equipment and intangible assets	—	(873,990)	—	—	—	(873,990)
Investments in and loans to subsidiaries and VIEs <sup>(2)</sup>	(467,939)	(4,778,551)	619,284	—	4,627,206	—
Loans to related parties	—	(47,000)	—	—	—	(47,000)
Repayments of loans from related parties	—	45,367	—	20,000	—	65,367
Financing receivables originated	—	761	—	(27,786,528)	—	(27,785,767)
Collections of financing receivables principal	—	(8,733)	—	27,121,540	—	27,112,807
Purchases of long-term investments	—	(15,645,203)	(50,000)	—	—	(15,695,203)
Other investing activities	4,063,191	6,601,194	—	358	—	10,664,743
<b>Net cash provided by (used in) investing activities</b>	<b>6,933,723</b>	<b>(15,113,881)</b>	<b>(230,716)</b>	<b>(193,772)</b>	<b>4,627,206</b>	<b>(3,977,440)</b>
<b>Cash flows from financing activities:</b>						
Proceeds and loans from Parent and other Group companies <sup>(2)</sup>	—	5,246,490	300,000	(919,284)	(4,627,206)	—
Proceeds from short-term borrowings	—	426,634	—	—	—	426,634
Repayments of short-term borrowings	—	(755,972)	—	—	—	(755,972)
Dividends paid to non-controlling shareholders of subsidiaries	—	(55,920)	—	—	—	(55,920)
Dividends paid to equity holders of the Company	(1,425,707)	—	—	—	—	(1,425,707)
Repurchases of ordinary shares	(5,150,628)	—	—	—	—	(5,150,628)
Other financing activities	2	—	—	—	—	2
<b>Net cash provided by (used in) financing activities</b>	<b>(6,576,333)</b>	<b>4,861,232</b>	<b>300,000</b>	<b>(919,284)</b>	<b>(4,627,206)</b>	<b>(6,961,591)</b>
<b>Effect of exchange rate change on cash, cash equivalents and restricted cash</b>	<b>(422,857)</b>	<b>467,465</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>44,608</b>
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>(3,404)</b>	<b>(525,521)</b>	<b>307,045</b>	<b>485,082</b>	<b>—</b>	<b>263,202</b>
<b>Cash, cash equivalents and restricted cash at the beginning of the year</b>	<b>12,818</b>	<b>18,171,693</b>	<b>1,728,976</b>	<b>5,680,772</b>	<b>—</b>	<b>25,594,259</b>
<b>Cash, cash equivalents and restricted cash at the end of the year</b>	<b>9,414</b>	<b>17,646,172</b>	<b>2,036,021</b>	<b>6,165,854</b>	<b>—</b>	<b>25,857,461</b>

For the Year ended December 31, 2022

	Parent	Other Subsidiaries	Primary Beneficiary of		Eliminations	Consolidated
			VIEs	VIEs		
(RMB in thousands)						
<b>Cash flows from operating activities:</b>						
Operating cash flow from third parties	(58,875)	9,115,656	(8,185)	(587,842)	—	8,460,754
Operating cash flow from the Group companies <sup>(4)</sup>	—	949,542	—	(949,542)	—	—
<b>Net cash provided by (used in) operating activities</b>	<b>(58,875)</b>	<b>10,065,198</b>	<b>(8,185)</b>	<b>(1,537,384)</b>	<b>—</b>	<b>8,460,754</b>
<b>Cash flows from investing activities:</b>						
Purchases of short-term investments	(5,869,466)	(39,658,233)	—	(1,389,897)	—	(46,917,596)
Maturities of short-term investments	284,156	47,818,976	2,589,828	1,644,207	—	52,337,167
Cash paid for business combination, net of cash acquired	—	(3,147,760)	—	—	—	(3,147,760)
Purchases of property, equipment and intangible assets	—	(788,219)	—	(4,813)	—	(793,032)
Investments in and loans to subsidiaries and VIEs <sup>(2)</sup>	5,267,047	(636,012)	(6,660,010)	—	2,028,975	—
Loans to related parties	—	(50,124)	—	—	—	(50,124)
Repayments of loans from related parties	—	19,515	—	—	—	19,515
Financing receivables originated	—	(6,977)	—	(11,522,614)	—	(11,529,591)
Collections of financing receivables principal	—	46,977	—	11,509,224	—	11,556,201
Purchases of long-term investments	(196,695)	(10,915,167)	(2,241,491)	(50,797)	—	(13,404,150)
Other investing activities	1,863,698	(148,131)	1,741,491	(43)	—	3,457,015
<b>Net cash provided by (used in) investing activities</b>	<b>1,348,740</b>	<b>(7,465,155)</b>	<b>(4,570,182)</b>	<b>185,267</b>	<b>2,028,975</b>	<b>(8,472,355)</b>
<b>Cash flows from financing activities:</b>						
Proceeds and loans from Parent and other Group companies <sup>(2)</sup>	—	2,048,501	636,012	(655,538)	(2,028,975)	—
Proceeds from short-term borrowings	—	759,000	—	—	—	759,000
Repayments of short-term borrowings	—	(400,000)	—	—	—	(400,000)
Proceeds from funding debts	—	—	—	133,400	—	133,400
Repayments of funding debts	—	—	—	(327,600)	—	(327,600)
Repurchases of ordinary shares	(1,319,796)	—	—	—	—	(1,319,796)
Other financing activities	3	—	—	—	—	3
<b>Net cash provided by (used in) financing activities</b>	<b>(1,319,793)</b>	<b>2,407,501</b>	<b>636,012</b>	<b>(849,738)</b>	<b>(2,028,975)</b>	<b>(1,154,993)</b>
<b>Effect of exchange rate change on cash, cash equivalents and restricted cash</b>	<b>(12,489)</b>	<b>41,133</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>28,644</b>
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>(42,417)</b>	<b>5,048,677</b>	<b>(3,942,355)</b>	<b>(2,201,855)</b>	<b>—</b>	<b>(1,137,950)</b>
<b>Cash, cash equivalents and restricted cash at the beginning of the year</b>	<b>55,235</b>	<b>13,123,016</b>	<b>5,671,331</b>	<b>7,882,627</b>	<b>—</b>	<b>26,732,209</b>
<b>Cash, cash equivalents and restricted cash at the end of the year</b>	<b>12,818</b>	<b>18,171,693</b>	<b>1,728,976</b>	<b>5,680,772</b>	<b>—</b>	<b>25,594,259</b>

For the Year ended December 31, 2021						
	Parent	Other Subsidiaries	Primary Beneficiary of VIEs	VIEs	Eliminations	Consolidated
	(RMB in thousands)					
<b>Cash flows from operating activities:</b>						
Operating cash flow from third parties	(10,302)	5,554,526	2,961	(1,952,063)	—	3,595,122
Operating cash flow from the Group companies <sup>(4)</sup>	—	(347,163)	—	347,163	—	—
<b>Net cash provided by (used in) operating activities</b>	<b>(10,302)</b>	<b>5,207,363</b>	<b>2,961</b>	<b>(1,604,900)</b>	<b>—</b>	<b>3,595,122</b>
<b>Cash flows from investing activities:</b>						
Purchases of short-term investments	(4,756,634)	(35,872,756)	(2,450,000)	(4,775,300)	—	(47,854,690)
Maturities of short-term investments	8,682,468	21,774,553	1,970,470	5,551,500	—	37,978,991
Cash paid for business combination, net of cash acquired	—	(21,842)	—	—	—	(21,842)
Purchases of property, equipment and intangible assets	—	(1,419,401)	—	(10,576)	—	(1,429,977)
Investments in and loans to subsidiaries and VIEs <sup>(2)</sup>	(4,581,814)	1,112,757	765,526	—	2,703,531	—
Loans to related parties	—	(28,100)	—	—	—	(28,100)
Repayments of loans from related parties	—	21,690	—	—	—	21,690
Financing receivables originated	—	(70,478)	—	(32,895,707)	—	(32,966,185)
Collections of financing receivables principal	—	109,238	—	36,169,780	—	36,279,018
Purchases of long-term investments	(3,243,210)	(14,640,921)	—	(255,369)	—	(18,139,500)
Other investing activities	715,957	595,711	(34,948)	(199)	—	1,276,521
<b>Net cash provided by (used in) investing activities</b>	<b>(3,183,233)</b>	<b>(28,439,549)</b>	<b>251,048</b>	<b>3,784,129</b>	<b>2,703,531</b>	<b>(24,884,074)</b>
<b>Cash flows from financing activities:</b>						
Proceeds and loans from Parent and other Group companies <sup>(2)</sup>	—	3,923,208	(1,112,757)	(106,920)	(2,703,531)	—
Proceeds from short-term borrowings	—	260,000	—	—	—	260,000
Proceeds from funding debts	—	—	—	507,543	—	507,543
Repayments of funding debts	—	—	—	(1,840,853)	—	(1,840,853)
Other financing activities	7	(870)	—	—	—	(863)
<b>Net cash provided by (used in) financing activities</b>	<b>7</b>	<b>4,182,338</b>	<b>(1,112,757)</b>	<b>(1,440,230)</b>	<b>(2,703,531)</b>	<b>(1,074,173)</b>
<b>Effect of exchange rate change on cash, cash equivalents and restricted cash</b>	<b>(12,822)</b>	<b>(443,407)</b>	<b>14,088</b>	<b>—</b>	<b>—</b>	<b>(442,141)</b>
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>(3,206,350)</b>	<b>(19,493,255)</b>	<b>(844,660)</b>	<b>738,999</b>	<b>—</b>	<b>(22,805,266)</b>
<b>Cash, cash equivalents and restricted cash at the beginning of the year</b>	<b>3,261,585</b>	<b>32,616,271</b>	<b>6,515,991</b>	<b>7,143,628</b>	<b>—</b>	<b>49,537,475</b>
<b>Cash, cash equivalents and restricted cash at the end of the year</b>	<b>55,235</b>	<b>13,123,016</b>	<b>5,671,331</b>	<b>7,882,627</b>	<b>—</b>	<b>26,732,209</b>

Notes:

- (1) Represents the intercompany balances among Parent, the Primary Beneficiary of VIEs, Other Subsidiaries, and VIEs, and the elimination among them.
- (2) Represents the investment in and loans to the Primary Beneficiary of VIEs and Other Subsidiaries by the Parent, and intercompany loans among the Primary Beneficiary of VIEs, Other Subsidiaries, and VIEs, and the elimination among them, and share of income (loss) of subsidiaries and VIEs under the equity method of accounting. The Parent transfers cash to its wholly-owned Hong Kong subsidiaries by making capital contributions or providing loans, and the Hong Kong subsidiaries transfer cash to the Primary Beneficiary of VIEs and other PRC subsidiaries by making capital contributions or providing loans to them. The Primary Beneficiary of VIEs also have intercompany loans with Other Subsidiaries and certain VIEs as part of our cash management program.
- (3) Represents the intercompany transfer of intangible asset (advertising resources) from Parent to subsidiaries in 2020, transfer of a trademark from VIE to subsidiaries in 2018, the adjustment of amortization in relation to these intangible assets, and the elimination of gain recognized in this transaction.
- (4) Represents intercompany sales of services eliminated at the consolidation level, including payment platform, referral and other services provided by VIEs to Other Subsidiaries, and technical support services provided by Other Subsidiaries to VIEs.

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Set forth below is the table showing the movement of investment in subsidiaries and VIEs in the Parent's financial statements as of and for the years ended December 31, 2021, 2022 and 2023.

<b>Investment in subsidiaries and net assets of VIEs (RMB in thousands)</b>	
<b>January 1, 2021</b>	<b>57,035,601</b>
Share of loss of subsidiaries	(696,144)
Loss of VIEs	(52,436)
Share-based compensation costs incurred on behalf of subsidiaries and VIEs	1,537,995
Capital injection to subsidiaries	4,581,814
Foreign currency translation	(117,766)
<b>December 31, 2021</b>	<b>62,289,064</b>
Share of loss of subsidiaries	(1,436,950)
Income of VIEs	97,036
Share-based compensation costs incurred on behalf of subsidiaries and VIEs	2,425,249
Cash received from subsidiaries	(5,267,047)
Foreign currency translation	1,673,618
<b>December 31, 2022</b>	<b>59,780,970</b>
Share of income of subsidiaries	5,618,262
Income of VIEs	194,884
Share-based compensation costs incurred on behalf of subsidiaries and VIEs	3,215,549
Capital injection to subsidiaries	467,939
Foreign currency translation	1,588,985
<b>December 31, 2023</b>	<b>70,866,589</b>

**A. [Reserved]**

**B. Capitalization and Indebtedness**

Not applicable.

**C. Reasons for the Offer and Use of Proceeds**

Not applicable.

**D. Risk Factors**

**Summary of Risk Factors**

An investment in our ADSs involves significant risks. Below is a summary of material risks we face, organized under relevant headings. These risks are discussed more fully in "Item 3. Key Information—D. Risk Factors."

***Risks Related to Our Business and Industry***

- Our business is susceptible to fluctuations in China's housing related industry.
- Our business is subject to government regulations and policies guiding China's economy in general and, specifically, on existing and new home sales and home rentals.
- If we are unable to continue to provide satisfactory experience to customers, our business and reputation may be materially and adversely affected.
- We may not succeed in continuing to maintain, protect and strengthen our brands, and any negative publicity about us, our business, our management, our business partners or the housing related industry in general may materially and adversely affect our reputation, business, results of operations and growth.



- If our platform is unable to continue to offer comprehensive authentic property listings, our business, financial condition and results of operations could be materially and adversely affected.
- We have a limited operating history under our platform business model, and our historical growth and performance may not be indicative of our future growth and financial results.
- Any failure or perceived failure by us to comply with the anti-monopoly and competition laws and regulations in the PRC may result in governmental investigations, enforcement actions, litigation or claims against us and could have an adverse effect on business, reputation, results of operations and financial condition.
- Our business generates and processes a large amount of data and is subject to various evolving PRC laws and regulations regarding cybersecurity and data privacy. Failure of cybersecurity and data privacy concerns could subject us to significant reputational, financial, legal and operational consequences, and deter current and potential customers from using our services.
- We cannot guarantee that our monetization strategies will be successfully implemented or generate sustainable revenues and profit.
- We incurred net losses in the past, and we may not be able to remain profitable or increase profitability in the future.
- Our business is sensitive to economic conditions. A severe or prolonged downturn in the global or Chinese economy could materially and adversely affect our business, financial condition and operating results.

#### ***Risks Related to Our Corporate Structure***

- KE Holdings Inc. is not an operating company in China but a Cayman Islands holding company with no material operations of its own and does not have a majority of equity ownership in the VIEs. We conduct our operations primarily through (i) our PRC subsidiaries and (ii) the VIEs, with which we maintain contractual agreements. Investors in our ADSs thus are not purchasing equity interest in the VIEs in China but instead are purchasing equity interest in KE Holdings Inc., 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 in the Cayman Islands, the 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 the VIEs and, consequently, significantly affect the financial performance of the VIEs and our company as a group. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—If the PRC government finds that the agreements that establish the structure for operating some of our operations in China do not comply with PRC regulations relating to 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.”
- We rely on contractual arrangements with the VIEs and their shareholders to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs, which may not be as effective as direct ownership in providing operational control. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—We rely on contractual arrangements with the VIEs and their shareholders to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs, which may not be as effective as direct ownership in providing operational control.”
- Any failure by the VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on part of our business. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—Any failure by the VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on part of 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 adverse effect on our business and operations. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Changes in China’s economic, political or social conditions or government policies could have a material adverse effect on our business and operations.”
- Evolutions of the PRC legal system, including risks that rules and regulations can change quickly with little advance notice and the enforcement practice of rules and regulations may vary, could result in uncertainties that could have a material adverse change in our operations and the value of our ADSs. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC legal system is evolving, which leads to uncertainties that could materially and adversely affect us.”
- The PRC government’s oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our securities. The Chinese government may intervene or influence our operations at any time, or may exert more control over offerings conducted overseas and/or foreign investment in China-based issuers, and has implemented, and may continue to implement, regulatory requirements. Our failure to meet such requirements could result in a material change in our operations and/or the value of our securities. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC government’s oversight and discretion over our business operations could result in a material adverse change in our operations and the value of our securities.”
- Filings, approvals or other administration requirements of the CSRC, the Cyberspace Administration of China or other PRC governmental authorities may be required in connection with our future offshore offerings under PRC law. Any actions by the Chinese government to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers could significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Filings, approvals or other administration requirements of the CSRC, the Cyberspace Administration of China or other PRC governmental authorities may be required in connection with our future offshore offerings under PRC law.”
- The PCAOB had historically been 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 in the past has deprived our investors with the benefits of such inspections. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PCAOB had historically been 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 in the past has deprived our investors with the benefits of such inspections.”
- Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment. In May 2022, in connection with its implementation of the HFCAA, the SEC conclusively named our company as a “Commission-Identified Issuer” following the filing of our company’s 2021 Form 20-F. On December 15, 2022, the PCAOB removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. For this reason, we were not identified as a Commission-Identified Issuer under the HFCAA after we filed the annual report on Form 20-F for the fiscal year ended December 31, 2022 and do not expect to be so identified after we file this annual report on Form 20-F. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.”
- You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions against us or our directors and officers named in the annual report based on foreign laws. Substantially all of our officers and directors are located in China, and it may be difficult to enforce liabilities and enforce judgments on those individuals. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions against us or our directors and officers named in the annual report based on foreign laws.”

### ***Risks Related to Our Shares and ADSs***

- The trading price of the ADSs and Class A ordinary shares may be volatile, which could result in substantial losses to investors.
- Our dual-class voting structure will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.

### **Risks Related to Our Business and Industry**

#### ***Our business is susceptible to fluctuations in China's housing related industry.***

We are susceptible to market conditions of China's housing related industry, where we primarily conduct our business. China's residential real estate industry has slowed down in recent years in terms of housing transaction volume and prices, and we cannot assure you that the industry will grow or maintain its current scale in the future. China's housing related industry are influenced by economic, social, political and other factors outside our control, including the general economic conditions and regulatory environment in China. The decline or fluctuation in the housing related industry may materially and adversely affect our business, financial condition and results of operations. Furthermore, there may be situations where China's housing related industry becomes over-heated, and our platform becomes less appealing to customers, brokerage brands, stores and agents and other business partners, which could potentially adversely affect our business of facilitating housing transactions and services. Our home renovation and furnishing business also partly depends on the traffic referrals from the housing transactions on our platform. As a result, a slowdown in the housing related industry would have an adverse effect on our revenues from home renovation and furnishing. In addition, our home rental and other emerging business could also be adversely affected by the fluctuations in housing related industry.

#### ***Our business is subject to government regulations and policies guiding China's economy in general and, specifically, on existing and new home sales and home rentals.***

The housing related industry in China is also subject to government regulations and policies. The PRC government has in recent years announced a series of measures aimed to stabilize the PRC economy and specific sectors, including the housing related industry. Moves in regulations and policies on the housing related industry were more often made during the times when the housing prices are increasing overwhelmingly, in line with the central government's principle that "housing is for living in, not for speculation," which was clearly emphasized in the Outline of the 14th Five-Year Plan for National Economic and Social Development and the Long-Range Objectives Through the Year 2035 for the People's Republic of China approved by the National People's Congress of the PRC in March 2021.

With the implementation of this plan, the PRC governmental authorities have taken steps to strengthen the regulation of the real estate industry, including by promulgating new regulations and policies on the housing related industry aiming at achieving dynamic balance between demand and supply in the housing related industry, regulating speculative housing investment, and promoting social stabilization and welfare. For instance, in response to the highly volatile housing prices starting from the fourth quarter of 2020, the Ministry of Housing and Urban-Rural Development of the PRC, jointly with other seven PRC regulatory authorities, issued the Notice on Continuous Improvement and Regulation of the Real Estate Market Order on July 13, 2021, which aimed to strengthen the rectification of improper or illegal behaviors in real estate development, sales and leasing of properties, and property services, which reflected the PRC regulatory authorities' focus on stabilization and long-term healthy growth of the housing related industry.

On October 23, 2021, the National People's Congress of the PRC authorized the State Council of the PRC to launch a five-year pilot property tax reform program in selected regions where the owners of residential and non-residential properties (excluding rural households) will be required to pay property tax. The State Council of the PRC has the discretion in deciding where and how the property tax will be implemented and administrated. We believe the pilot property tax reform program will also contribute to a healthier, more stable development of China's housing related industry and the formulation of a long-term mechanism for growth.

During the times when the housing prices were increasing significantly, central and local government authorities once introduced various control policies to specifically stabilize the housing related industry, including, among others, limiting the maximum amount of monthly mortgages and total monthly debt service payments of an individual borrower; imposing a value-added tax on the sales proceeds for second-hand transfers subject to the length of holding period and type of properties; increasing the minimum amount and percentage of down payment of the purchase price of the residential property of a family; tightening the availability of individual housing loans in the housing related industry to individuals and their family members with more than one residential properties; and publishing reference sale prices for existing home sales at different regions in a city. In 2021, the housing authorities of several cities, such as Beijing and Shanghai, issued notices on enhancing comprehensive management on housing related industry or agents with respect to advertising, sale of real estate properties, and financing for housing transactions. These measures have affected the growth rate of the housing related industry, and some have dissuaded potential purchasers from making purchases, causing a decline in transaction volumes and average selling prices in both existing home sales and new home sales in 2021. Specifically, certain measures regulating the conduct of real estate developers have a particular impact on the transaction volumes and prices of new home sales. The measures in turn not only have caused reduction in our customers' demand for our platform services, but also prevented real estate developers from raising the capital they need, increased their costs to start new projects, and changed the sales and marketing strategy of the developers in a way that reduces their demand for our platform services.

Since the end of 2021, in response to a slowdown in the real estate industry, PRC government has made various efforts to support and stabilize the housing industry and some local government authorities have selectively eased certain restrictions for the purchase of residential properties. Since the second half of 2022, PRC government also made targeted efforts to promote housing delivery and to resolve financing risks for real estate developers. Efforts include reducing the interest rate on individual housing loans for the purchase of the first home by an individual borrower, increasing the availability of individual housing provident fund loans for the purchase of residential properties by certain employees and their family members, and providing tax subsidies for the purchase of residential properties by individuals and families. Since 2023, the PRC government has continued to roll out policies to bolster the real estate sector and allowed local governments to adjust and ease existing control policies according to the condition of their own housing market. Accordingly, various measures were introduced in different cities in China, including loosening the criteria of first-home buyers who are qualified for lower down-payment ratios and mortgage rates, lowering the interest rates of existing mortgages for first-home purchases and extending tax incentives for residential purchases. On April 27, 2023, the Ministry of Housing and Urban-Rural Development and the State Administration for Market Regulation jointly promulgated the Opinions on Regulating Real Estate Brokerage Services which advocate real estate agencies to reasonably reduce the service fees of housing sales and rental brokerage and propose to guide both sellers and buyers of transactions to share the brokerage service fee. We have made corresponding adjustments in certain cities. For example, in September 2023, we have reduced commission rate for existing home transactions in Beijing and the fee is split equally between sellers and buyers. The PRC governmental authorities may continue to adopt new laws, regulations and policies from time to time with an aim to stabilize and support the long-term healthy development of the housing related industry in certain regions in China, which might potentially affect our business.

The PRC governmental authorities also enact certain criteria to regulate the home rental market. For example, the State Council of the PRC promulgated the Opinions of the General Office of the State Council on Accelerating the Cultivation and Development of the Home-Rental Market in 2016, which require the local housing authorities to strengthen the administration of the home-rental market participants, including residential tenancy enterprises, intermediary agencies and professionals, in coordination with other departments, and keep credit records of market participants. Moreover, the Ministry of Housing and Urban-Rural Development published the Measures on Management of Residential Tenancy and Home Sales (Discussion Draft) for public discussion in May 2017. The measures require the PRC authorities to enhance scrutiny on (i) the terms of duration and rent adjustments in lease agreements, (ii) the filing of lease agreements, and (iii) residential tenancy enterprises. In addition, the Measures on Residential Tenancy (Discussion Draft) published by the Ministry of Housing and Urban-Rural Development for public discussion in September 2020, which have not taken effect as of the date of this annual report, state that (i) residential tenancy enterprises are prohibited from inducing tenants to utilize rental installment loans by providing rental discounts or by including any term of rental installment loans in the rental agreement; and (ii) commercial banks may extend a rental installment loan only if the lease agreement has been registered with local housing bureau and the term of the loan does not exceed the duration of the tenancy. Furthermore, the Opinions on Strengthening Regulation on Light-asset Residential Rental Enterprises, published in April 2021, set out regulatory measures on various aspects, including standards of qualification, online registration and filing of business operation, limitation and supervision on utilization of loans and monitoring of rents. In addition, at the municipal level, many municipal governments issued regulations in relation to home rental business. For instance, in May 2022, the local authorities in Beijing issued the Regulations of Beijing on the Rental of Residential Properties, which impose specified requirements on home rental business and conducting home rental related business on internet information platforms. If the PRC governmental authorities adopt any prohibitive measures or policies with respect to rental housing, or the interpretation of current laws and regulations relating to the home rental market becomes more restrictive and rigorous, they may depress the home rental market, incur additional expenses, dissuade potential tenants from renting properties, and cause a decline in average rental rates. Frequent changes in government policies may also create uncertainty that could discourage investment in real estate. Our business may be materially and adversely affected as a result of decreased demand of rental properties and increasing expenses that may result from government policies.

We cannot assure you that the existing restrictive policies and measures will be eased or lifted in the future, nor can we assure you that the PRC government will not adopt additional and more stringent industry policies, regulations and measures in line with the changes of the real estate market. Changes in government policies may also create uncertainty that could affect the sentiment of potential investors in real estate. If these changes in government policies result in decreasing transaction volumes in the housing related industry in China or require us to make necessary changes to our businesses in compliance of new regulations and policies, our business and results of operations may be materially and adversely affected. In addition, the existing and future government regulations and policies may positively or negatively affect different segments of our business operations in varied ways and degrees, such as restricting our business practices and fee rates. As a result, we may adjust our strategies and business models in response to the evolving regulations and policies. We cannot assure you that these adjustments will be successful or materialize in positive business prospects and financial performance.

***If we are unable to continue to provide satisfactory experience to customers, our business and reputation may be materially and adversely affected.***

The success of our business substantially hinges on our ability to provide quality customer experience, which in turn depends on a variety of factors, including our ability to continue to offer integrated online and offline access to an extensive and authentic property listing database and to, together with the brokerage brands, stores and agents on our platform, provide convenient and secure housing transactions and services experience and satisfactory services to our customers.

Interruptions or failures in the proper functioning of our platform hamper our delivery of satisfactory customer experience. These interruptions may be due to unforeseen events that are beyond our control or the control of the participants on our platform such as intensified competition due to market entry of new players with financial and other resources stronger than us, additional regulatory requirements which we cannot satisfy on a timely basis, or at all, or adverse development or negative publicity involving our platform participants. Moreover, although we endeavor to implement various service protocols and train the real estate agents and other related service providers on our platform to ensure the quality of their service, we cannot guarantee that we will effectively manage all the agents and other service providers to ensure satisfactory customer experience in all service settings. We have received customer complaints about various services on our platform from time to time. If we are unable to continue to provide satisfactory customer experience, customers may choose other service providers over our platform for their intended housing transactions and services, which could materially and adversely impact our reputation, business and results of operations.

***We may not succeed in continuing to maintain, protect and strengthen our brands, and any negative publicity about us, our business, our management, our business partners or the housing related industry in general may materially and adversely affect our reputation, business, results of operations and growth.***

We believe that the recognition and reputation of our brands among real estate agents, customers, real estate developers and the industry in general have significantly contributed to the success of our business. Our ability to maintain, protect and strengthen our brands is critical to our market position. Maintaining and strengthening our brands will likely depend significantly on, among others, our ability to provide high-quality housing transaction services on our platform. We market our brands through efforts such as word-of-mouth marketing, sponsoring events, advertising and marketing through a variety of media. These efforts may not always achieve the desired results. If we fail to maintain a strong brand, our business, results of operations and prospects will be materially and adversely affected.

Our reputation and brands may be impacted by various factors, some of which are difficult or impossible to predict or control and costly or impossible to remediate. Negative publicity about us, such as alleged misconduct by our employees, connected agents or other business partners on our platform, inauthentic property listings on our platform, unethical business practices, rumors relating to our business, management, employees, real estate agents on our platform, our shareholders and affiliates, our business partners or our competitors and peers, or negative publicity about other companies that use similar brand names as ours, can harm our reputation, business and results of operations. These allegations, even if factually incorrect or based on isolated incidents, may lead to inquiries, regulatory investigations or legal actions against us. Such actions could substantially damage our reputation and cause us to incur significant costs to defend ourselves. Any negative public perception or publicity regarding our business partners that we cooperate with, or any regulatory inquiries or investigations and lawsuits initiated against them, may also have an adverse impact on our brand and reputation. Moreover, any negative media publicity about the housing transactions and services industry, service quality problems of other players in our industry, including our competitors, or even negative sentiments against China-based listed companies as a group due to fraud or misbehavior of certain bad actors, may also negatively impact our reputation and undermine the trust and credibility of our platform. If we fail to maintain positive reputation, our ability to attract and retain customers, real estate agents, business partners and key employees could be harmed.

***If our platform is unable to continue to offer comprehensive authentic property listings, our business, financial condition and results of operations could be materially and adversely affected.***

We believe that our authentic property listings inventory is critical for us to gain trust from our housing customers, improve agent operating efficiency and maintain our competitive advantages. We have an obligation under PRC laws to review, monitor and verify the content of the listing information to ensure it is not fraudulent or misleading and is in compliance with applicable laws. We are not allowed to list certain property information for various reasons, including intellectual property infringement, non-compliance with real estate regulations and policies and non-compliance with advertising laws and competition laws, and we are legally required to delete such listing information that is reported by our customers as illegal or may constitute an infringement to others. Although we thrive to maintain the authenticity and accuracy of our property listings by enforcing strict authentic listing rules, constantly monitoring and checking the authenticity of property listings, timely updating or deleting unqualified listings and awarding customers for accurate reporting of incorrect information, we cannot assure you that all the real estate properties listed on our platform are authentic, accurate, up-to-date and not misleading at all times. See “Item 4. Information on the Company—B. Business Overview—Agent Cooperation Network (ACN)—Authentic Property Listings.” To the extent we fail to monitor and maintain the quality and authenticity of the listings in our property listing database, and the authenticity and accuracy of our property listings deteriorate, our platform could be less attractive to both housing customers and real estate agents and our transaction volume may decrease. We may also be subject to regulatory investigations or penalties if the issues raise regulatory concerns. A public perception that inauthentic property information is displayed on our platform, even if factually incorrect or based on a few isolated incidents, could damage our reputation, diminish the value of our brand and negatively impact our business, financial condition and results of operations.

***We have a limited operating history under our platform business model, and our historical growth and performance may not be indicative of our future growth and financial results.***

Although we have a long and successful operating track record in operating *Lianjia*, we have a limited history for operating *Beike* platform which was launched in 2018. Although we have experienced a relatively high growth in operating *Beike* platform, our GTV decreased from RMB3,853.5 billion in 2021 to RMB2,609.6 billion in 2022. While our GTV increased to RMB3,142.9 billion (US\$442.7 billion) in 2023, we may experience decrease in our business from time to time. You should not consider our historical growth and profitability as indicative of our future financial performance.



We officially launched our home renovation and furnishing services, *Beiwoo*, in April 2020, and completed the acquisition of Shengdu in April 2022, and our *Carefree Rent* business was developed at scale during the second half of 2022. In 2023, we have upgraded our corporate strategy to “One Body, Three Wings” to add *Beihaojia* business as a third wing to facilitate supply-side upgrades for new homes. We are still exploring the business model of *Beihaojia*, which is at an early stage and subject to changes. These new businesses have their ramp-up period and our strategies may not be carried as planned and the growth of these businesses may be limited by factors out of our control. You should consider our future operations in light of the challenges and uncertainties that we may encounter, which include our ability to, among other things:

- navigate an uncertain and evolving regulatory environment and adapt our operations to new policies, regulations and measures that may come into effect from time to time;
- develop our infrastructure to enhance service efficiency and customer experience;
- attract real estate brokerage brands and their affiliated stores and agents, real estate developers, other service providers as well as customers to our platform, and retain existing platform participants;
- continue to implement and optimize our ACN rules;
- continue to develop our technology and enhance our data insights;
- maintain an extensive and authentic property listing database on our platform;
- manage a large base of geographically dispersed employees, agents, customers and business partners;
- deliver compelling value propositions to participants on our platform and ecosystem;
- position our products and services in a commercially sound way;
- expand service or product offerings and expand into new businesses, including home renovation and furnishing business and our home rental business; and
- realize the contemplated synergies from our completed or proposed acquisitions.

If the demand for completing housing transactions and services on an integrated offline and online platform does not develop as we expect, or if we fail to enhance efficiency and customer experience as we expect, our business and financial conditions may be materially and adversely affected.

***Any failure or perceived failure by us to comply with the anti-monopoly and competition laws and regulations in the PRC may result in governmental investigations, enforcement actions, litigation or claims against us and could have an adverse effect on business, reputation, results of operations and financial condition.***

The PRC anti-monopoly regulators have in recent years strengthened enforcement under the anti-monopoly and competition laws and regulations. In March 2018, the State Administration for Market Regulation of the PRC was formed as a new governmental agency to take over, among other things, the anti-monopoly enforcement functions from the departments under the Ministry of Commerce, the National Development and Reform Commission of the PRC, or the NDRC, and the State Administration for Industry and Commerce of the PRC (the predecessor of the State Administration for Market Regulation), respectively. On November 18, 2021, the State Council of the PRC inaugurated the National Anti-Monopoly Bureau, which aims to further implement the fair competition policies and strengthen anti-monopoly supervision in the PRC, especially to strengthen supervision and law enforcement in areas involving platform economy, innovation, science and technology, information security and people’s well-being.

The PRC anti-monopoly regulators may also issue implementation rules or guidelines from time to time to reinforce their regulation on certain industrial sectors. On September 11, 2020, Anti-Monopoly Compliance Guideline for Operators was issued, which requires, under the PRC Anti-Monopoly Law, operators to establish anti-monopoly compliance management system to prevent anti-monopoly compliance risks. On February 7, 2021, the Anti-Monopoly Committee of the State Council of the PRC published the Anti-Monopoly Guidelines for the Platform Economy Sector, which are aimed at enhancing anti-monopoly administration on businesses that operate under the platform model and the overall platform economy. The Anti-Monopoly Guidelines for the Platform Economy Sector are consistent with the PRC Anti-Monopoly Law and prohibits monopolistic conduct such as entering into monopoly agreements, abusing a dominant market position and concentration of undertakings that has or may have the effect of precluding or restricting competition in the field of platform economy. More specifically, the Anti-Monopoly Guidelines for the Platform Economy Sector outline certain practices that may, if without justifiable reasons, constitute abuse of dominant market position, including without limitation, discriminating customers in terms of pricing and other transactional conditions using big data and analytics, coercing counterparties into exclusivity arrangements, using technology means to block competitors' interface, favorable positioning in search results of goods displays, using bundled services to sell services or products, compulsory collection of unnecessary user data. In addition, the Anti-Monopoly Guidelines for the Platform Economy Sector reinforce anti-monopoly merger review for internet platform related transactions to safeguard market competition and stipulate that any concentration of undertakings involving variable interest entities is subject to anti-monopoly review. The guidelines also specify various types of agreements in the platform economy which may constitute monopoly agreements.

In addition, on November 15, 2021, the State Administration for Market Regulation published the Overseas Anti-monopoly Compliance Guidelines for Enterprises, which are aimed at helping PRC companies establish and strengthen overseas anti-monopoly compliance systems to reduce overseas anti-monopoly compliance risks. The guidelines apply to both PRC enterprises that conduct business and operation overseas and PRC enterprises that conduct business and operations in the PRC and may have certain impacts on overseas markets, in particular for those that conduct import and export trade, overseas investments, acquisition, transfer or license of intellectual properties and tendering and bidding activities.

Furthermore, the Anti-Monopoly Law, which was amended in June 2022 and became effective on August 1, 2022, increases the maximum fines for illegal concentration of business operators to no more than ten percent of its last year's sales revenue if the concentration of business operator has or may have an effect of excluding or limiting competitions, or a fine of up to RMB5 million if the concentration of business operator does not have an effect of excluding or limiting competition. It also provides that the authorities shall investigate a transaction where there is any evidence that the concentration has or may have the effect of eliminating or restricting competitions, even if such concentration does not reach the filing threshold. On March 10, 2023, the State Administration for Market Regulation issued the amended Provisions on the Review of Concentrations of Undertakings, the Provisions on the Prohibition of Monopoly Agreements, the Provisions on the Prohibition of Acts of Abuse of Dominant Market Position, and the Provisions on the Prohibition of Acts of Abuse of Administrative Power to Exclude or Restrict Competition, which became effective on April 15, 2023. On June 29, 2023, the State Administration for Market Regulation issued the amended Provisions Prohibiting Abuse of Intellectual Property Rights to Exclude and Restrict Competition, which came into force on August 1, 2023. These provisions provide detailed rules for the implementation of the Anti-Monopoly Law. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Anti-Monopoly and Anti-Unfair Competition." In January 2024, the State Council issued the amended Provisions of the State Council on the Threshold for the Filing of Concentration of Undertakings, which significantly increased the turnover thresholds to trigger merger control filings in mainland China. Specifically, a transaction that satisfies one of the following conditions must be notified to the State Administration for Market Regulation: (i) the aggregate turnover of all business operators concerned in the concentration exceeds RMB12 billion on a global basis (increased from the previous threshold of RMB10 billion) in the preceding financial year and each of at least two of them generated turnover in mainland China exceeds RMB800 million (increased from the previous threshold of RMB400 million) in the preceding financial year; or (ii) the aggregate turnover in mainland China of all the business operators concerned in the concentration exceeds RMB4 billion (increased from the previous threshold of RMB2 billion) in the preceding financial year and each of at least two of them generated turnover in mainland China exceeds RMB800 million (increased from the previous threshold of RMB400 million) in the preceding financial year. Accordingly, we may have to complete the anti-monopoly review procedures for our investments and acquisitions and comply with the laws and regulations in relation to anti-monopoly. There can be no assurance that we would be able to complete the applicable review procedures in a timely manner, or at all, if the proposed transaction reaches the filing threshold. Our failure to complete the applicable review procedures could result in constraints on our investments and acquisitions, which may materially and adversely affect our financial conditions, results of operations, and business prospects.



As the aforementioned laws, regulations and guidelines were recently promulgated, there remain uncertainties as to how these guidelines will be implemented and whether these laws, regulations and guidelines will have a material impact on our business, financial condition, results of operations and prospects. We cannot assure you that our business operations comply with such regulations and authorities' requirements in all respects. If any non-compliance is raised by authorities and determined against us, we may be subject to fines and other penalties.

We may be involved in investigations, inquiries, claims, complaints or other administrative requirements in relation to anti-monopoly and competition laws and regulations in the PRC from time to time, which regulate various potential monopolistic actions or arrangements, such as monopoly agreements, bundling or tie-in sales, unfair pricing practices, imposing unreasonable terms on the counterparties, requiring the operators on the platform to choose "one out of two" competitive platforms, charging additional and unreasonable fees, refusing to transact with certain counterparties without any reasonable ground, as well as concentrations of undertaking, and these investigations, claims and complaints are subject to the uncertainties associated with the evolving legislative activities and varied local enforcement practices. We are committed to complying with the foregoing laws, regulations and government guidelines and we continually assess and evaluate our compliance status accordingly.

In the case of our failure or perceived failure to comply with these laws and regulations and new legislations or guidelines to be promulgated from time to time, governmental agencies and regulators may, among other things, prohibit or rescind our acquisitions, divestitures, or combinations, impose significant fines or penalties, require divestiture of certain of our assets, or impose other restrictions that limit or require us to modify our operations. Moreover, it may be costly to adjust some of our business practice in order to comply with these laws, regulations, rules, guidelines and implementations, and any incompliance or associated inquiries, investigations and other governmental actions may divert significant management time and attention and our financial resources, bring negative publicity, subject us to liabilities or administrative penalties, and materially and adversely affect our financial conditions, results of operations, and business prospects.

***Our business generates and processes a large amount of data and is subject to various evolving PRC laws and regulations regarding cybersecurity and data privacy. Failure of cybersecurity and data privacy concerns could subject us to significant reputational, financial, legal and operational consequences, and deter current and potential customers from using our services.***

Our business generates and processes a large quantity of data. We face risks inherent in handling and protecting a large amount of data that our business generates and processes from the significant number of housing transactions and services our platform facilitates. In particular, we face a number of challenges relating to data from transactions and other activities on our platform, 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.

We are subject to various cybersecurity and data privacy laws and regulations in China, including without limitation, the PRC Civil Code and the PRC Cybersecurity Law. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Security and Privacy Protection.” Moreover, different regulatory bodies in China, including the Ministry of Industry and Information Technology of the PRC the Cyberspace Administration of China, the Ministry of Public Security, the State Administration for Market Regulation, and the Ministry of Housing and Urban-Rural Development, have enforced data privacy and protection laws and regulations with various standards and applications. The various standards in enforcement of data privacy and protection laws have caused us difficulties in ensuring full compliance and increase our operating cost, as we need to spend time and resources to deal with various inspections for compliance. While we have adopted a rigorous and comprehensive policy for the collection, processing, sharing, disclosure authorization and other aspects of data use and privacy and taken necessary measures to comply with all applicable data privacy and protection laws and regulations, we cannot guarantee the effectiveness of these policies and measures undertaken by us, or by the agents, brokerage brands and stores or other business partners on our platform. Any failure or perceived failure to comply with all applicable data privacy and protection laws and regulations, or any failure or perceived failure of our business partners to do so, or any failure or perceived failure of our employees to comply with our internal control measures, may result in negative publicity and legal proceedings or regulatory actions against us, and could result in fines, revocation of licenses, suspension of operations or other legal or administrative penalties, which may in turn damage our reputation, discourage current and potential agents and customers, and subject us to fines and damages, which could have a material adverse effect on our business and results of operations.

Furthermore, the PRC regulatory and enforcement regime with regard to cybersecurity and data protection is still evolving. PRC regulators have been increasingly focused on regulation in the areas of cybersecurity and data protection. The following are examples of certain recent PRC regulatory activities in this area.

#### *Personal Information and Data Privacy*

On August 20, 2021, the State Council of the PRC promulgated the PRC Personal Information Protection Law, effective from November 1, 2021. This 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, 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. 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. Otherwise, the entities handling personal information could be ordered to rectify, or suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Privacy Protection.” The Anti-monopoly Guidelines for the Platform Economy Sector published by the Anti-monopoly Committee of the State Council of the PRC also prohibit collection of user information through coercive means by online platform operators.

*Data Security*

On June 10, 2021, the Standing Committee of the National People’s Congress promulgated the PRC Data Security Law, which took effect in September 2021. The Data Security Law, among other things, provides for a security review procedure for the data activities that may affect national security. It also provides that any organization or individual within the territory of the PRC shall not provide any foreign judicial or law enforcement agencies with any data without the approval of the competent PRC government authorities. In addition, on December 28, 2021, the Cyberspace Administration of China, the NDRC, the Ministry of Industry and Information Technology, and several other PRC governmental authorities jointly issued the Cybersecurity Review Measures, which further restate and expand the applicable scope of the cybersecurity review. Pursuant to the Cybersecurity Review Measures, critical information infrastructure operators that procure internet products and services, and network platform operators engaging in data processing activities, must be subject to the cybersecurity review if their activities affect or may affect national security. The Cybersecurity Review Measures further stipulate that network platform operators holding over one million users’ personal information shall apply with the Cybersecurity Review Office for a cybersecurity review before listing on a foreign stock exchange. In addition, the government authorities may initiate the cybersecurity review against the operators if the authorities believe that the network products or services or data processing activities of such operators affect or may affect national security. However, there are uncertainties as to the interpretation, application and enforcement of the Cybersecurity Review Measures and we cannot assure you how these measures will affect our operations. The PRC government authorities have discretion in interpretation and implementation of the Cybersecurity Review Measures, including cybersecurity review on certain activities of critical information infrastructure operators and other circumstances that affect or may affect national security. The exact scope of “critical information infrastructure operators” under the current regulatory regime remains unclear and the identification of critical information infrastructure operators is subject to specific identification rules stipulated by industry regulators and the notice from the regulators pursuant to the Regulations on Protection of Security of Critical Information Infrastructure. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Internet Security and Privacy Protection.”

As of the date of this annual report, no detailed rules or guidance with respect to the implementation of such regulations has been issued by any government authorities and we have not been informed as a critical information infrastructure operator by any government authorities. Therefore, it is uncertain whether we would be deemed as a critical information infrastructure operator under PRC law, or be subject to the cybersecurity review. The PRC government authorities may have discretion in the interpretation and enforcement of these laws, rules and regulations. We cannot assure you that regulators will not interpret or implement the laws or regulations in ways that negatively affect us. Our different lines of business are subject to evolving data security and protection laws and regulations regulating different businesses, such as the financial services business and internet-related business, which may lead to inconsistency and cause difficulties in compliance. In addition, it is possible that we may become subject to additional or new laws and regulations in this regard, particularly to cybersecurity and protection laws in other jurisdiction if we extend our business outside of the PRC in the future, which may result in additional expenses to us and subject us to potential liability and negative publicity.

Furthermore, on November 14, 2021, the Cyberspace Administration of China published the draft Regulations on the Administration of Cyber Data Security (Draft for Comments), which reiterate 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 listing on a foreign stock exchange; and (ii) the data processors’ proposed listing in Hong Kong affects or may possibly affect national security. However, the draft regulations provide no further explanation or interpretation as to how to determine what constitutes “affecting national security,” and there remain uncertainties whether we would be subject to the cybersecurity review pursuant to such measures. The regulations also provide specific requirements for data processors in conducting data processing activities in China. For example, data processors processing important data or going public overseas shall conduct an annual data security assessment by themselves or through a third-party data security service provider and submit the assessment report to local agency of the Cyberspace Administration of China before January 31 of each year. As of the date of this annual report, there is no schedule as to when the regulations will be enacted. There are uncertainties with respect to their enactment timetable, final content, interpretation and implementation.

The PRC government authorities also further enhanced the supervision and regulation of cross-border data transmission. On July 7, 2022, the Cyberspace Administration of China issued the Measures for Security Assessment of Cross-border Data Transfer, which became effective on September 1, 2022. These measures require the data processor providing data overseas to apply for the security assessment of cross-border transfer of data with the local provincial-level counterparts of the national cybersecurity authority under any of the following circumstances: (i) where the data processor intends to provide important data overseas; (ii) where a critical information infrastructure operator and a data processor who has processed personal information of more than 1,000,000 individuals intends to provide personal information overseas; (iii) where a data processor who has provided personal information of 100,000 individuals or sensitive personal information of 10,000 individuals to overseas recipients, in each case as calculated cumulatively, since January 1 of the preceding year intends to provide personal information overseas; or (iv) other circumstances where the security assessment of data cross-border transfer is required by the Cyberspace Administration of China. In addition, the data processor shall conduct a self-assessment on the risk of data cross-border transfer prior to applying for the foregoing security assessment. The data processors in violation of such measures are required to rectify such non-compliance incidents within six months of the effectiveness date thereof. On February 22, 2023, the Cyberspace Administration of China promulgated the Measures on the Standard Contract for the Outbound Cross-Border Transfer of Personal Information to regulate the cross-border transfer of personal information. The interpretation, application and enforcement of the above measures and how they will affect our business operation are subject to uncertainties.

It also remains uncertain whether the future regulatory changes would impose additional requirements on companies like us. We cannot predict the impact of these draft measures, 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 mandate clearance of cybersecurity review and other specific actions to be completed by China-based companies listed on a U.S. stock exchange, such as us, we face uncertainties as to whether such clearance can be timely obtained, or at all. As of the date of this annual report, we have not been involved in any formal investigations on cybersecurity review made by the Cyberspace Administration of China on such basis. However, if we are not able to comply with the cybersecurity and data privacy requirements in a timely manner, or at all, we may be subject to government enforcement actions and investigations, fines, penalties, suspension of our non-compliant operations, or removal of our app from the application stores, among other sanctions, which could materially and adversely affect our business and results of operations.

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.

As of the date of this annual report, (i) 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 competent government authorities or third parties, that will materially and adversely affect the business of us; and (ii) we have not been subject to any material fines, administrative penalties, or other sanctions by regulatory authorities in relation to the infringement of cybersecurity and data protection laws and regulations. In addition, we have maintained a comprehensive and rigorous data protection program and implemented comprehensive and strict internal policies, procedures and measures to ensure our compliance practice in data protection. We also set up an Information Security and Data Compliance Committee to establish, implement and update data protection and privacy policies, thus ensuring our compliance with data protection and privacy regulations and laws. For more details, see “Item 16K. Cybersecurity.”

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, or the GDPR, effective 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 platform and input protected information, we may become subject to provisions of the GDPR. Compliance with such regulations and regulatory standards can be costly and any failure to comply with these regulations and regulatory standards could subject us to legal and reputational risks.

***We cannot guarantee that our monetization strategies will be successfully implemented or generate sustainable revenues and profit.***

Although we have a well-developed monetization model for our company-operated housing transaction business through *Lianjia*, our platform monetization model is evolving. Our *Beike* platform generates revenues from existing home transaction services by earning platform service fees from real estate brokerage firms on the platform as a percentage of the transaction commissions they earned on our platform, commissions from housing customers for transactions facilitated by our *Lianjia* brand or a split for commissions from other brokerage firms acting as principal agents in collaboration with our *Lianjia* agents to complete transactions, franchise fees from brokerage firms under our franchise brands such as *Deyou*, and service fees for other value-added services. We also generate revenues from new home transaction services by earning sales commissions from real estate developers for new home sales completed by us and from home renovation and furnishing services. In addition, we generate revenues from a variety of other housing related services, including financial services and other newly developed businesses such as rental property management services. We cannot assure you that we can successfully implement the existing business model to generate sustainable revenues, especially with respect to our attempts in broadening monetization with limited track records, or that we will be able to develop new monetization strategies to grow our revenues. If we fail to maintain the implementation of our existing business model or develop new monetization approaches, we may not be able to maintain or increase our revenues or effectively manage any associated costs. In addition, we may introduce new products and services for which we have little or no prior development or operating experience. If these new products or services fail to meet our expectations or are unable to attract or engage users, real estate agents, business partners or other platform participants, as the case may be, we may fail to diversify our revenue streams or generate sufficient revenues to justify our investments and costs, and our business and operating results may suffer as a result.

***We incurred net losses in the past, and we may not be able to remain profitable or increase profitability in the future.***

We incurred net losses of RMB525 million and RMB1,397 million in 2021 and 2022, respectively and generated net income of RMB5,890 million (US\$830 million) in 2023. We expect to continue to incur costs and operating expenses to support our anticipated future growth. Our costs and expenses may be greater than we anticipate and our investments to make our business and our technical infrastructure more efficient may not be successful. Our revenue, including revenue from home renovation and furnishing, home rental and other emerging businesses, may not be increasing to cover our costs and expenses. Therefore, we may not be able to remain profitable or increase profitability in the future.

***Our business is sensitive to economic conditions. A severe or prolonged downturn in the global or Chinese economy could materially and adversely affect our business, financial condition and operating results.***

Our business depends substantially on the general economic conditions of China. Changes in international, regional or domestic economic conditions, rising interest rates, fiscal or political uncertainty, policy adjustments, market volatility, disruption to the global capital or credit markets, or the public perception that any of these events is likely to occur may have a negative impact on the housing related industry in the PRC, which in turn will have material and adverse effects on us.

COVID-19 had a severe and negative impact on the Chinese and the global economy from 2020 through 2022, and the global macroeconomic environment still faces numerous challenges. The growth rate of the Chinese economy has been slowing since 2010 and the Chinese population began to decline in 2022. The Federal Reserve and other central banks outside of China have raised interest rates. The Russia-Ukraine conflict, the Hamas-Israel conflict and attacks on shipping in the Red Sea have heightened geopolitical tensions across the world. The impact of the Russia-Ukraine conflict on Ukraine food exports has contributed to increases in food prices and thus to inflation more generally. There have also been concerns about the relationship between China and other 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 a wide range of issues including 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. Any severe or prolonged slowdown in the global or Chinese economy may materially and adversely affect our business, results of operations and financial condition, and continued turbulence in the international markets may adversely affect our ability to access the capital markets to meet liquidity needs. Our customers and business partners may reduce or delay spending with us, while we may have difficulty expanding our customer base and cooperative network fast enough, or at all, or to offset the impact of decreased spending by our existing customers and business partners.

***We face risk in collecting our accounts receivable and deposits from real estate developers.***

We incur accounts receivable with, and pay earnest deposits to, real estate developers when we are engaged to sell new home projects and we grant them credit terms for our sales commissions in line with the industry practice in China. As of December 31, 2023, the balance of deposits paid to real estate developers was RMB0.2 billion (US\$0.03 billion) and the accounts receivable due from them was RMB3.8 billion (US\$0.5 billion). We may face risk collecting these amounts if the operation and liquidity condition of real estate developers deteriorate. Meanwhile, any policy change aiming at tightening regulations of real estate developers may limit their access to financing channels and may cause adverse impact on the collectability of our accounts receivable. For instance, since the end of 2020, the regulators have tightened the financial requirements for real estate developers to seek new debt financings, with the aim of curbing the rapid growth of debts of real estate developers. Under the rules, the growth rate of debt financing allowed for a real estate developer is contingent on its satisfaction of three debt-related financial metrics, and if it fails to meet all three metrics, it will be restricted from obtaining any new interest-bearing debt financing. We took measures in managing the collection risk, such as promoting the “Commission in Advance” model to encourage real estate developers to pay us in advance. However, if any of the real estate developers with significant outstanding accounts receivable and deposits were to become insolvent or otherwise become unable or refuse, to make payments in a timely manner, or at all, we would have to make additional provisions against such accounts receivable and deposits, or write off the amounts, either of which could adversely affect our financial conditions and profitability.

***Disruption or discontinuity in the features and functions of our infrastructure components, especially ACN, may materially and adversely affect our business.***

We rely on the proper functioning of ACN and the modules of our infrastructure for the daily operations of our platform. Although we have implemented a comprehensive rules and protocols in ACN, we cannot assure you that all aspects of our ACN rules will be satisfactorily implemented in each housing transaction on our platform. With the increasing number of participating real estate brokerage brands and agents who were not previously familiar with ACN rules, it may be difficult for us to effectively monitor and control these brands and agents to ensure their business performance and conducts in accordance with ACN rules. If violations of ACN rules or other inappropriate actions occur, such as circumventing our platform to facilitate transactions that are required to be partitioned according to ACN rules, and if we fail to effectively prevent non-compliance or discipline the responsible brands or agents, the effectiveness of our ACN system may be diminished and other agents on our platform may be less willing to follow the rules, which could materially and adversely affect our business and results of operations. Any material disruption or malfunction of other modules, such as our SaaS systems and customer front end, may also compromise the service quality of our service providers on the platform and affect our operations materially and adversely.

***We cooperate with various real estate brokerage brands, stores and agents on our platform. If we are not able to develop relationships with new real estate brokerage brands and agents or maintain our relationship with existing real estate brokerage brands and agents on our platform, our operations may be materially and adversely affected.***

We believe the large and active network of real estate brokerage brands and their affiliated stores and agents contributes significantly to the success of our platform. As of December 31, 2023, there were approximately 42,000 community-centric active brokerage stores and over 397,000 active agents affiliated with these stores. Aside from the *Lianjia* brand that we own and operate, the connected brokerage brands and the sales channels we specifically procured for new home transactions contributed a substantial majority of the GTV on our platform in 2023. We enter into business cooperation agreements with brokerage brands. Under these agreements, we offer the brokerage brands access to the infrastructure on our platform, such as ACN and SaaS systems. The brokerage brands, in turn, would commit to following our ACN as well as other protocols on the platform and subscribe to an agreed-upon fee structure. It is uncertain, however, that we are able to develop relationships with new real estate brokerage brands, stores and agents in line with our plan to expand our platform business, or that we are able to maintain our relationship with existing brokerage brands, stores and agents on commercially acceptable terms, or at all, after the terms of the current cooperation agreements expire. In the event that we are not able to develop new relationships or maintain our existing relationship, our ability to serve a large number of housing customers nationwide with superior housing transactions and to maintain and develop our extensive authentic property listing inventory may be restricted, which may in turn materially and adversely affect our platform operations.



***If we fail to maintain our relationships with real estate developers or attract them to engage us, or otherwise fail to procure new real estate property listings at favorable terms, our business and growth prospects may suffer.***

We cooperate with real estate developers for new property sales on our platform and established business relationships with major real estate developers in China. Maintaining strong relationships with real estate developers is critical to the results of operations and prospects on our new home sales business. We enter into strategic cooperation agreements with real estate developers, and these agreements typically do not restrict the real estate developers from cooperating with other real estate brokerage firms. We cannot assure you that the real estate developers we currently cooperate with will continue the cooperation on commercially acceptable terms, or at all, after the terms of the current agreements expire or after our cooperative arrangements end. Our ability to attract real estate developers to engage us in selling new homes will also affect the prospects of the new home sales business. If we cannot ensure that our channels sales are superior to their traditional way of sales, or, for example, the sales channels that do not utilize ACN are unable to meet real estate developers' expectations or our VR initiatives are not effective in attracting housing customers, we might not be able to attract new real estate developers or even maintain our existing relationships. Even if we maintain strong relationships with the real estate developers or are able to attract them, their ability to provide adequate new property listings at competitive prices may be adversely affected by economic conditions, regulatory environment, labor actions, regulatory or legal proceedings against them, natural disasters or other factors beyond our control. If we fail to attract new real estate developers to cooperate with us due to any reason, our business and growth prospects may be materially and adversely affected.

***We are subject to risks in our home renovation and furnishing services, which may adversely affect our business, results of operations, financial condition, and growth prospects.***

The success of our home renovation and furnishing services depends on our ability to perform such services in a timely manner with high quality and within cost budget. Although we offer various levels of trainings to our home renovation and furnishing service providers to perform renovation and furnishing work, we are still exposed to various risks inherent to home renovation and furnishing business.

Most of our agreements for home renovation and furnishing encompass fixed and pre-agreed prices for the project. We determine the prices based on several factors, such as construction area and complexity, project duration, estimated costs (including material costs required for completing interior renovation), and contract amounts of similar projects. If our assumptions regarding the costs or timing for home renovation and furnishing prove to be materially inaccurate, our results of operations, financial condition, and prospects may be adversely affected. Actual costs incurred may be influenced by several factors beyond our control, such as (i) shortages and cost hikes in materials and labor; (ii) customer requests for design changes; (iii) disputes with customers and material suppliers; (iv) regulatory requirements, government policies, and inflations; (v) safety incidents, such as fire accidents; and (vi) adverse weather conditions and other unforeseen issues. Any significant deviations in these factors affecting costs or other adverse factors may result in project delays and cost overruns, thereby adversely impacting our performance, reputation, and financial condition.

We may experience project delays due to other unforeseen circumstances, including shortages in labor or raw material, delays in delivery of supplies, and work-related accidents. Specifically, we may not be able to fully ensure the service qualities of our suppliers or vendors. We procure various materials, such as glass, tiles, hardware, sanitary ware, wallpaper, marble, or eco-friendly wood from suppliers and engage other vendors to provide various services, including delivery and installation of home appliances, transportation, and warehousing services. We rely on these suppliers to deliver materials or provide services in a timely and reliable manner. Our suppliers are selected on market reputation, quality of services or materials, pricing, and timeliness of delivery. There is no guarantee that the materials and services provided by external suppliers will meet our quality standards, nor that they will be able or willing to continue providing materials and services to us. If products provided by these suppliers have quality issues or services provided are defective, leading to project delays or failures to complete projects, we may incur additional costs. We may also be subject to administrative penalties if the designers, suppliers, vendors, or other service providers engage in misconducts or violate law and regulations, which could lead to safety risks related to the property. If our projects are delayed due to factors beyond our control, we may be required to pay damages stipulated in our contract arrangements and incur additional costs. Typically, we are obligated to pay a certain amount of compensation for each day of delay, which could adversely affect our operations and reduce our profit margins.

Additionally, we provide customers for our home renovation and furnishing services with a warranty period during which we undertake to repair any defects caused by us without charging our customers additional costs. Therefore, we may incur additional costs above the budget to rectify defects causing disputes. Furthermore, if there are craftsmanship defects, deviations from contract specifications, and/or defects in the quality of materials used or supplied in our projects, we may encounter complaints, disputes, and claims for damages. These complaints, disputes, and claims may lead to legal and other proceedings, result in significant costs, and divert our management resources and attention from business operations. If such complaints, disputes, claims, and proceedings are adjudicated unfavorably to us, we may be liable for damages, incur legal and other costs, or accept unfavorable settlement terms, which could materially and adversely affect our business, reputation, results of operations, financial condition, and growth prospects.

***We face risks of workspace accidents and violations of workplace safety regulations.***

Although we have taken various safety measures as required by laws and regulations, accidents or other safety incidents may still occur in our ordinary course of business, such as during the delivery and installation of home renovation products and home renovation and furnishing process, or in our office premises and stores. Consequently, we may face personal injury claims due to accidents or injuries suffered by our employees and/or service providers in workspace, which could result in significant losses and delays for delivery of services.

Under the PRC Labor Contract Law and other laws and regulations, we are also responsible for injuries sustained by our employees at work. We may also face fines and penalties imposed by regulatory authorities for violations of workplace safety regulations in our projects. In such cases, our business, results of operations, and prospects may be materially and adversely affected. Additionally, accidents or safety incidents may expose us to claims for damages from employees or other individuals injured or harmed, or even for fatalities, as well as claims under our insurance policies for related claims. If such claims for damages against us exceed the limits of our insurance coverage, our financial condition may also be adversely affected.

***We are subject to risks in our home rental services.***

As we are exploring and expanding our home rental business, we are subject to risks associated with the rental properties and our services. Our decentralized rental property management business, *Carefree Rent*, is an important part of our home rental services. Under the *Carefree Rent* model, we are entrusted by the landlords to manage the properties and then lease them to the tenants. On the one hand, we are subject to rental property management service agreements with specified terms entered into with the landlords, during which early termination will be subject to damages for breach of contract. On the other hand, we are subject to lease agreements with specified terms entered into with the tenants and the landlords, during which early termination may result in paying damages for breach of contract. Our services for other rental properties are subject to similar risks.

We make profits on our home rental services mainly from the total rents collected from tenants after deducting the rents due to landlords, and/or management fees collected from the landlords and tenants. As such, the profitability of our home rental services largely depends on how fast we are able to lease the properties and the quality of our management services. We typically pay a small amount of deposit to the landlords under our *Carefree Rent* before the entrustment, which could be (a) used as damages due to the landlords if we are not able to lease the properties within a certain period or on favorable terms or (b) used to settle the rents due to the landlords if the properties are successfully leased. In addition, after we lease the properties, tenants may terminate their leases during lease terms by paying damages for breach of contract or fail to meet their obligations in connection with the leases, exposing us to the obligation of re-leasing our rental properties, and we may be unable to re-lease the properties on a timely basis, on favorable terms, or at all. Our liquidity may be materially and adversely affected by tenants' early termination. Likewise, short-term leases may result in high turnover, which involves costs such as restoring the rental apartments, marketing costs and lower occupancy levels. Similarly, we may not be able to terminate the agreements with the landlords at no costs even if we are unable to lease or re-lease the properties, since such early termination could subject us to damages for breach of contract. The landlords may also terminate the rental property management service agreements early during the term of the agreements by paying damages for breach of contract, resulting in the early termination on our side for our lease agreements with the tenants, subject us to the damages for breach of contract.

Moreover, while we plan to renew our existing rental property management services agreements with landlords, we cannot assure you that we will be able to renew these agreements on commercially satisfactory terms, or at all. The landlords may demand higher rents than anticipated as a condition to renew the leases, or may lease their properties to our competitors if offered on more favorable terms. If we fail to renew our agreements with landlords or a significant number of our existing agreements with the landlords are not renewed on satisfactory terms upon expiration owners, our expansion in home rental services may be negatively affected.



Furthermore, the tenants for our rental properties may engage in illegal or improper activities that are difficult for us to detect or supervise. For example, they may use our properties for illegal purposes or engage in unlawful activities on our properties, damage or make unauthorized structural changes to our property, refuse to vacate the properties upon default or termination of the leases, harass neighbors with noise or garbage, create odors or nuisances, sublet our properties in violation of the leases, or allow unauthorized individuals to reside in our properties. Although we have the right to terminate the leases in such cases, and the tenants are responsible for damages caused by their misconduct to us or other tenants, it may still result in a negative impact on our business and reputation. Damage to our properties may result in delays in re-renting, expensive repair costs, or loss of rental income, leading to lower-than-expected returns. As a result of these risks, we may not be able to make profits on our home rental business, and our business, results of operations and financial condition could be materially adversely impacted.

***If we fail to obtain or keep licenses, permits or approvals applicable to the various services provided by us, we may incur significant financial penalties and other government sanctions.***

The real estate brokerage business in China is highly regulated by the PRC government. See also “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Real Estate Brokerage Business and Real Estate Agency Enterprises.” Pursuant to the Real Estate Brokerage Administrative Measures, to qualify as a real estate brokerage institution, an entity and its branches should have a sufficient number of qualified real estate brokers and file with local real estate administrative authority within 30 days after obtaining its business license. We should also file with local home rental administrative authority for our home rental entities and their branches pursuant to relevant regulations. The requirements of the local real estate and home rental administrative authorities for such filings may vary among cities and we cannot assure you that, to the extent that the filing is required by local authorities, we will be able to complete the filing in a timely manner, or at all. As of the date of this annual report, all of our subsidiaries and their branches operating real estate brokerage business and home rental business have currently filed with the authorities, except that a small subset of branches which are preparing for or in the process of completing such requirements. Thus far, the filing status of these branches has not caused any material adverse effect to our business operations. We cannot assure you that the outstanding filings and future filings will be completed in a timely manner, or at all. If not, we may be subject to penalties or other governmental sanctions for such failures.

In connection with the online operations of our platform, the VIEs or their subsidiaries are also required to obtain, and have obtained, value-added telecommunications service licenses in order to provide value-added telecommunication services. In addition, to enhance the experience of our customers, agents or other business partners on our platform, we offer various auxiliary functions and complementary services through our platform and have obtained licenses and permits for these services, such as the license for non-financial institution payment service, approval for establishment of micro credit company, license for financing guarantee business, license for insurance brokerage business and approval for commercial factoring business. Given that these laws and regulations are subject to ongoing interpretation and the application in practice by government authorities and may change over time as new guidance becomes available, we may be required to obtain additional licenses, permits, filings or approvals for these functions and services. We cannot assure you that if we are required to obtain these additional licenses, permits or approvals, we will be able to do so in a timely manner, if at all, and any non-compliance may result in fines or other penalties being imposed to us.

Our home renovation and furnishing business is subject to strict supervision and approval procedures under the PRC laws. For some construction projects with an investment amount or a construction area more than certain criteria, we are required to obtain regulatory approvals from various PRC government authorities, such as project approvals and filings, construction commencement permit, fire protection approvals and completion acceptance inspection. Failure to complete such filings or obtain such approvals and permits for a construction project in a timely manner may subject us to fines, suspension of construction or being prohibited from using such constructions, or rectification within a time limit. We cannot assure you that we will be able to obtain all requisite approvals for such construction projects on a timely basis. Any of the foregoing could materially and adversely affect our business operations.

Furthermore, as some of our businesses or services are innovative, we cannot assure you that the authorities share the same view as ours on the identification or category of these businesses or services in the regime of foreign investment laws, including whether appropriate licenses or permits for them have been duly applied or obtained. If we enter into new service categories and businesses, or any of our current businesses or services are determined to be subject to new licensing or similar requirements in the future, especially due to the evolving application or interpretation of laws and regulations, we may be required to obtain licenses or permits that we do not currently have, to upgrade the licenses or permits we currently have, or to satisfy other requirements arising from the government authorities. We will strive to obtain and upgrade the licenses and permits and satisfy all such requirements, but we cannot assure you that we will be able to obtain or upgrade such licenses and permits and complete administrative procedures in a timely manner, or at all.

Under applicable PRC laws, rules and regulations, the failure to obtain and/or maintain the licenses and permits required to conduct our business may subject us to various penalties, including confiscation of revenues, imposition of fines and/or restrictions on their business operations, or the discontinuation of their operations. Any such disruption in the business operations of our PRC subsidiaries or the VIEs could materially and adversely affect our business, financial condition and results of operations.

***The proper functioning of technologies deployed by our platform is essential to our business. Any failure to maintain the satisfactory performance of our websites, mobile apps and systems could materially and adversely affect our business and reputation.***

The satisfactory performance, reliability and availability of our platform, both online and offline, are critical to our success and our ability to attract and retain customers and real estate agents. 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 online operations could reduce the transaction volumes and hamper transaction efficiency, and our platform as a whole will suffer. Our servers may also be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to system interruptions, website and mobile app slowdown or unavailability, delays or errors in transaction processing, loss of data or the inability to accept and fulfill customer requests. Security breaches, computer viruses and hacking attacks have become more prevalent in our industry. Because of our brand recognition in the housing transactions and services industry in China, we believe we are a relatively attractive target for such attacks. We have experienced in the past such unexpected interruptions, and we have taken protective measures to enhance the security of our platform. We can provide no assurance that our current security mechanisms will be sufficient to protect our IT systems from any external 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 revenues. If hostile hacking attacks result in revelation of personal data we are obligated to protect, we may be subject to administrative penalties or legal proceedings against us. If such attacks lead to leaked trade secrets, including our property listings, our business and results of operations may be materially and adversely affected.

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

We will continue to recruit real estate personnel to support business operations and planned business growth. Our future success depends, to a significant extent, on our ability to recruit, train and retain competent personnel, particularly technical, marketing and other operational personnel with experience in the housing transactions and services industry as well as service providers for various value-added services on our platform. For the *Lianjia* brand we own and operate, we also strive to recruit, train and retain real estate agents. The effective operation of our managerial and operating systems also depends on the quality performance and diligence of our management and employees. Since our industry is characterized by high demand and intense competition for talent and labor as well as high turn-over rate, we can provide no assurance that we will be able to attract or retain staff, agents and managerial talents or other highly skilled employees that we will need to achieve our strategic objectives. Labor costs in mainland China and elsewhere have increased with the global economic development. In addition, 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 in a timely fashion, or at all, and rapid expansion may impair our ability to maintain our corporate culture. If we are unable to meet our demand for workforce, our business may be materially and adversely affected.

***We rely on our employees, real estate brokerage brands and their affiliated agents, real estate developers, financial institutions, and other business partners on our platform to provide quality services to customers. Their illegal actions or misconduct, or any failure by them to provide satisfactory services or maintain their service levels, could materially and adversely affect our business, reputation, financial condition and results of operations.***

Real estate agents and certain personnel on our platform are the ultimate providers of the services offered on our platform, and our brands and reputation may be harmed by their actions that are outside our control. We rely on our employees, including *Lianjia* agents, supporting staff and platform operation staff to provide housing transactions and services. Notwithstanding the strictly enforced service protocols, our employees, especially our agents, may not fully comply with our protocols and laws or regulations, and may engage in misconduct or illegal actions, which may result in negative publicity and adversely impact our reputation and brand image.

We rely upon connected agents to serve some of our housing customers. Although we have established comprehensive service protocols for agents on our platform and maintain rigorous governance mechanisms, we may not be able to exercise the same level of control over the conduct of connected brokerage brands and their agents as we would as if we owned them or they were our employees. In the event of any unsatisfactory performance, lack of certain qualifications or licenses, misconduct, inappropriate service performances for illegal purpose, inappropriate remarks on we-media platforms, or other illegal actions, such as dishonesty, personal torts or extortion, by connected real estate brokerage brands and their agents, the disputes resulted from such actions may involve us and we may suffer reputational and financial damage and incur liabilities and even administrative penalties. For example, if connected agents provide inaccurate information to housing customers on our platform, who submit complaints to regulatory agencies, we may be involved as a related party in such disputes. If connected agents engage in embezzlement of housing customers' transaction fund and become subject to liabilities and/or legal proceedings, we could be involved in negative publicity. Misconduct by real estate agents is subject to an increasing level of scrutiny by the regulatory authorities who would publicize such misconduct, which could damage our overall reputation, disrupt our ability to attract new customers or retain our current customers and diminish the value of our brand. Although we hold a deposit from each real estate brokerage store on our platform to cover potential financial damage, to the extent that the amount of financial damage incurred in such disputes exceeds the amount of deposit, our financial condition may be materially and adversely affected.

In addition to the services provided by real estate agents on our platform, we also rely on a large number of business partners on our platform and ecosystem, such as real estate developers to provide quality services related to new home transactions, financial institutions to provide effective and affordable financial solutions to housing customers, and home renovation and furnishing service providers to provide quality materials and services that meet our standards at acceptable prices. To the extent they are unable to provide satisfactory services to housing customers and real estate agents, or they engage in any inappropriate or illegal actions, which may be due to factors that are beyond our control, we may suffer actual or reputational damage as a result. In particular, the real estate developers we cooperate with may breach the contracts with housing customers or violate laws and regulations, which may expose us to potential legal liabilities and subject us to housing customers' claims for indemnifications and other remedies. Any of the failure to provide satisfactory services, potential misconduct or illegal actions discussed above could materially and adversely impact our business, reputation, financial condition and results of operations.

***Strategic alliances, investments or acquisitions may have a material and adverse effect on our business, reputation, results of operations and financial condition.***

We have in the past and may continue to invest in or acquire assets, technologies and businesses that are complementary to our existing business, such as our investments in other national real estate brokerage companies and strategic acquisitions of real estate brokerage brands and Shengdu in the past. Our investments or acquisitions may involve significant risks and may not yield the results we expect. Challenges and risks associated with strategic alliances, investments or acquisitions include:

- Investments and acquisitions and subsequent investments (if any) could result in the use of substantial amounts of cash, and potentially dilutive issuances of equity securities. For instance, we acquired Shengdu for an aggregate consideration of RMB3.92 billion in cash and 44,315,854 of our Class A ordinary shares in equity, and the issuance of new securities had a dilutive effect on our existing shareholders. In addition, investments and acquisitions could involve, significant amortization expenses related to goodwill or intangible assets and exposure to potential unknown liabilities of the acquired business. If such goodwill or intangible assets become impaired, we may be required to record a significant decrease to our results of operations;
- Investments and acquisitions may require our management team to devote a significant amount of attention in implementation or remediation of controls, procedures and policies at the invested or acquired companies;
- The cost of identifying and consummating investments and acquisitions and integrating the acquired businesses into ours may be significant, and the integration of acquired businesses may be difficult or become disruptive to our existing business operations;
- We may also have to obtain approval from the PRC governmental authorities or complete certain administrative procedures for the investments and acquisitions and comply with any applicable PRC rules and regulations, which may be costly;
- Actual or alleged misconduct or non-compliance by any company we acquire or invest in (or by its affiliates) that occurred may lead to negative publicity, government inquiry or investigations against such company or against us;

- Investments and acquisitions may raise regulatory concerns in relation to the anti-monopoly and competition laws, rules and regulations of China, which could affect the consummation of the transaction;
- Unexpected situations in the area where we conduct investments or acquisitions, such as local protectionism, may impede the closing of our investments or acquisitions and the proper functioning of the invested business;
- Our financial conditions and results of operations may be adversely affected as we provide loans to some of the companies we invest in and we may be unable to retrieve the loans if the invested companies do not perform well;
- In the case of foreign acquisitions, we face difficulties and risks in addressing the need to integrate operations across different cultures and languages and to deal with the particular economic, currency, political and regulatory risks associated with specific countries; and
- We may fail to retain and integrate qualified employees of the invested or acquired companies.

In the event that our investments and acquisitions are not successful, our results of operations and financial condition may be materially and adversely affected.

***Our failure to protect our intellectual property rights may undermine our competitive position, and external infringements of our intellectual property rights may adversely affect our business.***

Our success and ability to compete depends in part on our intellectual property. We primarily rely on a combination of patent, trademark, trade secret, and copyright laws, as well as confidentiality procedures and contractual restrictions with our employees, contractors and others to establish and protect our intellectual property rights. However, confidentiality and license arrangements 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 addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. The steps we take to protect our intellectual property rights may be inadequate or we may be unable to secure intellectual property protection for some of our properties. Infringement of intellectual property rights continues to pose a serious risk of doing business.

We have filed, and may in the future file, patent applications on certain of our innovations. It is possible, however, that these innovations may not be patentable. In addition, given the cost, effort and risks associated with patent application, we may choose not to seek patent protection for some innovations. Furthermore, our patent applications may not lead to granted patents, the scope of the protection gained may be insufficient or an issued patent may be deemed invalid or unenforceable. In addition, we have filed, and may continue to file, applications on certain of our trademarks, which may not always be approved on a timely basis, or at all. We also cannot guarantee that any of our present or future patents, trademarks or other intellectual property rights will not lapse or be invalidated, circumvented, challenged, or abandoned.

If we are unable to protect our intellectual property, our competitors could use our intellectual property to market offerings similar to ours and our ability to compete effectively would be impaired. Moreover, others may independently develop technologies that are competitive to ours or infringe on our intellectual property. The enforcement of our intellectual property rights depends on our legal actions against these infringers being successful, but we cannot be sure these actions will be successful, even when our rights have been infringed. In addition, defending our intellectual property rights might entail significant expense and diversion of management resources. Any of our intellectual property rights may be challenged by others or invalidated through administrative processes or litigations. We cannot provide assurance that we will prevail in such litigations, and, even if we do prevail, we may not obtain a meaningful relief. Accordingly, despite our efforts, we may be unable to prevent external parties from infringing or misappropriating our intellectual property. Any intellectual property that we own may not provide us with competitive advantages or may be successfully challenged by external parties.

***We have been and may be subject to intellectual property infringement claims or other allegations, which may materially and adversely affect our business, financial condition and prospects.***

We cannot be certain that our services and information provided on our website, operating and technology systems, Weixin Mini Programs and public accounts and mobile apps do not or will not infringe patents, copyrights, trademarks or other intellectual property rights held by external parties. From time to time, we may be subject to legal proceedings and claims alleging infringement of

patents, trademarks, copyrights or other intellectual property rights, or misappropriation of creative ideas or formats, or other infringement of proprietary intellectual property rights.

In addition, we allow our agents on the platform to upload listings to our mobile apps and websites, which may include images or other detailed information of houses. However, a small portion of such content posted on our mobile apps and websites may expose us to allegations by third parties regarding, among other things, infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of third-party rights. Our failure to identify unauthorized content posted on our mobile apps and websites may subject us to claims of infringement of third-party intellectual property rights or other rights, defending of which may impose a significant burden on our management and employees, and there can be no assurance that we will obtain final outcomes that are favorable to us.

The validity, enforceability and scope of intellectual property rights protection in internet-related industries, particularly in China, are still evolving. For example, as we face increasing competition and as litigation is more frequently used to resolve disputes in China, we face a higher risk of being the subject of intellectual property infringement claims. Pursuant to laws and regulations, internet service providers may be held liable for damages if such providers have reason to know that content infringes the copyrights of others. In cases involving the unauthorized posting of copyrighted content by users on websites in China, there have been court proceedings but no specific official interpretation or guidance as to when and how hosting providers and administrators of websites can be held liable for the unauthorized posting by external parties of copyrighted material. Any such proceeding could result in significant costs to us and divert our management's time and attention from the operation of our business, as well as potentially adversely impact our reputation, even if we are ultimately absolved of all liability.

***We face competition from other industry players. We may lose market share and customers if we fail to compete effectively.***

The housing related industry in China is rapidly evolving and increasingly competitive. Although we believe no other industry player in China operates under the integrated platform business model similar to ours, we face competition from players in different segments of the housing transactions and services industry. We face competition with other online platform for housing transactions, property listings or traffic, and our housing database might be exposed to fierce competition. We may also face intense competition from other housing transaction companies for their agent networks. For our new home sales business, we also compete with other new home sales channels. In addition to these platforms and companies at the national level, we compete with offline traditional real estate brokerage stores and brands for real estate agents and housing customers locally. We also compete with other companies for housing related services, such as other providers of home renovation and furnishing services and rental property management services.

Increasing competition in the housing transactions and services industry would lead to declining market share and commission rate, make it more difficult for us to retain and attract real estate brokerage brands and agents, business partners and customers, or force us to increase irrational sales and marketing expenses, any of which could harm our financial condition and results of operations. We cannot assure you that we will be able to compete successfully against current or future competitors, and competitive pressures may have a material and adverse effect on our business, financial condition and results of operations.

The businesses of Ziroom Inc., its subsidiaries and consolidated affiliated entities, or collectively, Ziroom, one of our related parties, involve, among other things, the leasing solutions and property-related services offered to property owners with respect to dispersed and centralized assets. Those businesses of Ziroom may potentially compete with our rental property management services, including *Carefree Rent*, which were developed at scale by us during the second half of 2022. However, in view of a number of factors, including, among other things, the differences in target customer clusters, rental products and principal business focuses between the businesses operated by Ziroom and us, as well as the corporate governance measures put in place by us, including the fiduciary duties of a director, the separate and independent management teams over the relevant businesses and measures adopted to resolve situations where a director may have a conflict of interest, we are of the view that there is no material competition between the businesses operated Ziroom and us. However, we cannot assure you that the competition between Ziroom and us will not become more intense. If such competition becomes more intense in the future, our business, financial condition and results of operations may be materially and adversely impacted.

***If other companies copy property listings from our mobile apps and websites and publish or aggregate them for their own benefit, attractiveness of our platform may decline.***

There is no assurance that other companies would not copy property listings or other information from our mobile apps, websites and Weixin Mini Programs, through website scraping, robots or other means, and publish or aggregate it with other information

for their own benefit. When external parties engage in such conducts, housing customers may be misguided and driven away from our platform and complete their transactions somewhere else, which could materially and adversely affect our business and results of operations. We may fail to detect such anti-competitive conduct in a timely manner and, even if we could, we may find it costly to be fixed or not be able to prohibit it.

***Tencent provides services to us in connection with various aspects of our operations. If such services become limited, restricted, curtailed, less effective or more expensive or become unavailable to us for any reason, our business may be materially and adversely affected.***

We collaborate with Tencent, one of our principal shareholders and a leading internet service provider in China that provides communication and social, digital content, online advertising, fintech, cloud and other business services. We have entered into a business cooperation agreement with Tencent to cooperate in a number of areas, including customer access to our platform via Tencent's social platforms, advertising and cloud services. We also entered into a cloud services and technical services framework agreement with Tencent, pursuant to which Tencent agreed to provide us with certain cloud and technical services. If services provided by Tencent to us become limited, compromised, restricted, curtailed, less effective, more expensive, or unavailable to us for any reason, including the availability of our Weixin Mini Programs, customer access to our platform via Weixin and the provision of cloud and other business services, our business may be materially and adversely affected.

***We derive a substantial portion of our revenues from China's major cities, in particular, Beijing and Shanghai, and we face market risk due to our concentration in these major urban areas.***

Beijing and Shanghai are the two largest housing related markets in China. In 2021, 2022 and 2023, 33.2%, 31.9% and 32.3%, respectively, of our net revenues were generated from these two markets on a combined basis. We expect these two urban centers to continue to be the important sources of revenues in all of our revenue categories. If we fail to maintain our competitive positions in either of the two major urban areas, or if either of them encounters events which negatively impact the residential real estate industry or online platform business, such as a serious economic downturn or contraction, a natural disaster, or a decline in housing price or price control due to governmental policies or otherwise, demand for our products and services could significantly decline and our net revenues and profitability could be materially and adversely impacted.

***Any unexpected material deterioration in the business and financial results of Lianjia may materially adversely affect our financial condition and results of operations.***

Being the brand that we own and operate directly, *Lianjia* is also the leading real estate brokerage brand in respect of service quality on our platform in terms of revenue. Thus far, *Lianjia* has accounted for a significant portion of our revenue. Accordingly, our revenues, financial condition or results of operations may be materially affected by fluctuations in the business of *Lianjia*. If *Lianjia* fails to continue to efficiently serve the needs of our housing customers and if other brands on our platform are unable to compensate the gap, or if any unexpected deterioration of the business and financial results of *Lianjia* occurs, our business, results of operations, financial condition and prospects will be materially and adversely affected.

***We have granted and expect to continue to grant share-based awards in the future under our share incentive plans, which may result in increased share-based compensation expenses.***

We adopted (i) a Pre-IPO Share Option Scheme in 2018, or the 2018 Share Option Plan, (ii) a 2020 Global Share Incentive Plan, as amended in April 2022 and effective in May 2022, or the 2020 Share Incentive Plan, and (iii) a 2022 Global Share Incentive Plan, or the 2022 Share Incentive Plan, to provide additional incentives to employees, directors and consultants. The maximum aggregate number of ordinary shares which may be issued under the 2018 Share Option Plan is 350,225,435. No options were or will be granted pursuant to the 2018 Share Option Plan after our Hong Kong Listing in May 2022. The maximum aggregate number of ordinary shares which may be issued under the 2020 Share Incentive Plan is amended to 253,246,913 upon our Hong Kong Listing, excluding a total of 43,407,213 restricted share units representing the same number of Class A ordinary shares granted before. The maximum aggregate number of ordinary shares which may be issued under the 2022 Share Incentive Plan is 125,692,439, all of which were granted in the form of restricted shares. See "Item 6. Directors, Senior Management and Employees—B. Compensation—Share Incentive Plans." We have granted share-based awards and recorded RMB1,538 million, RMB2,425 million and RMB3,216 million (US\$453 million) in 2021, 2022 and 2023, respectively, in share-based compensation expenses in relation to such share-based award grants. We also expect to continue to grant awards under our share incentive plans, which we believe is of significant importance to our ability to attract and retain



key personnel and employees. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our financial condition and results of operations.

***We have in the past been subject to legal and regulatory proceedings and administrative investigations and may continue to be subject to these proceedings and investigations from time to time. If the outcome of these proceedings or investigations is adverse to us, it could have a material adverse effect on our business, reputation, results of operations and financial condition.***

We have been, and may from time to time in the future be, subject to various legal and regulatory proceedings arising in the ordinary course of our business. Claims and complaints arising out of actual or alleged violations of laws and regulations could be asserted against us by real estate developers and other business partners, agents, customers, our competitors, or governmental entities in administrative, civil or criminal investigations and proceedings or by other entities.

As we entered into contractual relationship with various real estate developers, brokerage brands and stores and customers, we have been and may be involved in disputes and legal or administrative proceedings in the ordinary course of our business. We may also be involved and assume joint liability when we provide services to business partners on our platform who are named as defendants by customers due to various reasons including contract violations, lack of licenses or qualifications, lack of cash liquidity and bankruptcy of such business partners.

We have been and may continue to be subject to formal and informal inquiries, investigations and inspections from government authorities and regulators regarding our compliance with laws and regulations, many of which are evolving and subject to interpretation by local regulatory authorities. Most of these administrative actions may be routine in nature and carried out as part of the market monitoring and supervision functions of the regulatory authorities, but some of them may be triggered by our industry position in housing transactions and services industry or by complaints from third parties or customers. Especially, our industry position in housing transactions and services industry and our approach to expand our businesses through an online platform may draw heightened scrutiny from the regulatory authorities or cause to be paid close attention to our business operation.

The above-mentioned inquiries, inspections, investigations, claims and complaints can be initiated or asserted under or on the basis of a variety of laws and regulations in different jurisdictions, including real estate laws, advertising laws, home rental laws, value-added telecommunication services laws, home renovation service-related laws, intellectual property laws, unfair competition laws, anti-monopoly laws, data protection and privacy laws, labor and employment laws, securities laws, cybersecurity laws, finance services laws, work safety laws, fire protection laws, tort laws, contract laws, property laws and customer protection laws. There is no guarantee that we will be successful in defending ourselves in legal and administrative actions or in asserting our rights under various laws. If we fail to defend ourselves in these actions, we may be subject to restrictions, fines or penalties that will materially and adversely affect our operations. Even if we are successful in our attempt to defend ourselves in legal and regulatory actions or to assert our rights under various laws and regulations, the process of communicating with regulators, defending ourselves and enforcing our rights against the various parties involved may be expensive, time-consuming and ultimately futile. These actions could expose us to negative publicity, substantial monetary damages and legal defense costs, injunctive relief and criminal and civil fines and penalties, including but not limited to suspension or revocation of licenses to conduct business.

***We are subject to the Foreign Corrupt Practices Act and other anti-corruption laws, trade sanction laws and export control laws, violation of which could adversely affect our reputation, business, prospects, operating results and financial condition.***

We are subject to risks associated with doing business outside of the United States, including exposure to complex foreign and U.S. regulations such as the Foreign Corrupt Practices Act and other anti-corruption laws which generally prohibit companies listed in the U.S., their employees, and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business and which generally require companies to keep accurate books and records in reasonable detail. Violations of this act and other anti-corruption laws may result in severe criminal and civil sanctions and other penalties. It may be difficult to fully control and oversee the conduct of contractors, business partners, representatives, third-party agents or our employees, including real estate agents on our platform, potentially exposing us to greater risk from their actions. If the aforesaid individuals or entities fail to comply with applicable laws or company policies governing our operations, we or our employees may face legal proceedings and actions which could result in civil penalties, administration actions and criminal sanctions. Any determination or publication that we or our employees have violated any anti-corruption laws or that our books and records are not sufficiently detailed or accurate could harm our reputation and have an adverse impact on our business and financial condition.

In addition, any changes in trade sanctions laws or export control laws may also restrict our business practices. Violations of these laws and regulations could result in significant fines, civil, criminal or administrative sanctions against us, our directors and officers

or our employees, requirements to obtain export licenses, disgorgement of profits, prohibitions on the conduct of our business and our inability to market our services. Any changes to or violations of such laws could materially damage our reputation, brand, expansion efforts, ability to attract and retain customers and agents as well as our business, prospects, operating results and financial condition.

***We may not be able to maintain our culture, which has been a key to our success.***

Our culture, implicated in our grand vision and mission, is important to us, and we believe it has been critical to our success. We may have difficulties maintaining our culture or adapting it sufficiently to meet the needs of our future and evolving operations as we continue to grow, in particular as we have become a public company with the attendant changes in policies, practices, corporate governance and management requirements. Failure to maintain our culture could have a material and adverse effect on our business, results of operations, financial condition and prospects.

***Our expansion into new service and product categories and businesses may expose us to new challenges and more risks.***

Although we have been successful in expanding into new service and product categories and businesses, such as establishing our platform business, we cannot assure you that we will be able to continue our success in our expansion into new service and product categories and businesses in the future. For example, we are cooperating with more real estate developers for new home sales on our platform and we are expanding into adjacent opportunities such as home renovation and furnishing. Meanwhile, we are leveraging our technological capabilities to offer functions such as VR property showing. In recent years, we launched our home renovation and furnishing services through *Beiwoo* in 2020 and expanded such services through acquisition of Shengdu which closed in 2022. We also launched our home rental services including our decentralized rental property management services, *Carefree Rent*. In 2023, we have upgraded our corporate strategy to “One Body, Three Wings” to add *Beihaojia* business, which focuses on upgrading new homes, as a third wing. We are still exploring the business model of *Beihaojia*, which is at an early stage and subject to changes. Our lack of experience with these new service and product categories may adversely affect our prospects and our ability to compete with the existing market players in any of these service and product categories. Moreover, the expansion into new businesses may disrupt our ongoing business, distract our management and employees and increase our expenses to cover unforeseen or hidden liabilities or costs. We may also face challenges in achieving the expected benefits of synergies and growth opportunities in connection with these new service categories and businesses. Besides, we may be subject to additional compliance requirements for these new service and product categories and businesses. Failure to expand successfully may also diminish investor confidence in our decision-making and execution capabilities, which could materially and adversely affect our business, results of operations, financial condition and prospects.

***If our expansion into new geographical areas is not successful, our business and prospects may be materially and adversely affected.***

We have a track record of successfully expanding into new geographical areas. We cannot assure you, however, that we will be able to maintain this momentum in the future. As the conditions of the housing markets in any new local markets may vary significantly from where we currently operate our platform, expansion into new geographical areas involves new risks and challenges. Our lack of familiarity with, and housing data relating to, these geographical areas may make it more difficult for us to keep pace with the evolving market conditions. In addition, there may be one or more existing market leaders in any geographical area that we decide to expand into. If we fail to cooperate with them, such companies may be able to compete more effectively than us by leveraging their experience in doing business in that market as well as their familiarity with the local customers.

***Regulatory uncertainties related to financial services in China could harm our business, financial condition and results of operation.***

Our financial services may be subject to a variety of PRC laws and regulations governing financial services. The application and interpretation of these laws and regulations are evolving and are subject to the discretion of government authorities. In particular, the PRC government’s regulatory framework governing the new and evolving online finance market and its ancillary services, which concerns the transactions that our platform facilitates between our customers and external financial institutions, the cooperation between us and financial institutions and other housing related financial services we provide, is evolving and is subject to further change, interpretation and implementation of local enforcement practice at this stage. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Financing.”

For example, pursuant to the Circular on the Issuance of the Supplementary Provisions on Supervision and Administration of Financing Guarantee Companies, which was issued in October 2019 and amended in June 2021, to clarify that residential real estate guarantee companies shall be regulated under the financing guarantee regulations and shall acquire a financing guarantee business license before June 2020. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Financing—Regulations Related to Financing Guarantee.” As we offer guarantee services through guarantee companies under Beike



Financial, we are subject to this circular and other regulations related to financing guarantee companies. Beijing Zhongrongxin Financing Guarantee Limited Co., Ltd., a subsidiary of Yiju Taihe, and Shenzhen Beike Financing Guarantee Limited Co., Ltd., one of our PRC subsidiaries, have obtained the license for financing guarantee business. However, as the interpretation and implementation of laws and regulations on financing guarantee are uncertain and still evolving, we cannot assure you that our financing guarantee business do not and will not violate laws and regulations in China.

As of the date of this annual report, we have not been subject to any material fines or other penalties under any PRC laws or regulations on our financial services. The PRC government may adopt new laws and regulations for the online and mobile or even offline finance market in the future and impose specific requirements (including licensing requirements) on market participants, or enhance the implementation of existing laws and regulations. If our financial services or practice are deemed to have violated any existing or future laws and regulations, we may face injunctions, including orders to rectify or cease activities, and may be subject to other penalties as determined by the government authorities. Furthermore, we may be ordered to adjust our finance services to meet the new requirements under the laws, rules and regulations, which may require considerable resources and time, and could significantly affect the operation of our business.

***If we fail to adopt new technologies or adapt our mobile apps, websites and systems to changing user requirements or emerging industry standards, our business may be materially and adversely affected.***

We must continue to enhance and improve the functionality, effectiveness and features of our websites, mobile apps and Weixin Mini Programs. The internet and online mobile application 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 technologies useful in our business, and respond to technological advances and emerging industry standards and practices in a cost-effective and timely way. In recent years, we invested in the development of many new technologies and business initiatives, such as virtual reality, Smart Hardware and Internet-of-Things and big data. The development of websites, mobile apps and other proprietary technologies entails significant technical and business risks. We cannot assure you that we will be able to successfully develop or effectively use new technologies, recoup the costs of developing new technologies or adapt our websites, mobile apps, proprietary technologies and systems to meet 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 user preferences, whether for technical, legal, financial or other reasons, our business may be materially and adversely affected.

***Some of our products and services contain open-source software, which may pose a particular risk to our proprietary software, products and services in a manner that negatively affects our business.***

We use open-source software in our software and systems and will use open-source software in the future. The licenses applicable to our use of open-source software may require the source code that is developed using open-source software be made available to the public and that any modifications or derivative works to certain open-source software continue to be licensed under open-source licenses. From time to time, we may face claims from external parties claiming infringement of their intellectual property rights, or demanding the release or license of the open-source software or derivative works that we developed using such software (which could include our proprietary source code) or otherwise seeking to enforce the terms of the applicable open-source license. Our use of open-source software may also present additional security risks because the source code for open-source software is publicly available, which may make it easier for hackers and other parties to determine how to breach our website and systems that rely on open-source software. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a material adverse effect on our business, results of operations, financial condition and prospects.

***If major mobile application distribution channels change their standard terms and conditions in a manner that is detrimental to us, or suspend or terminate their existing relationship with us, our business, financial condition and results of operations may be materially and adversely affected.***

We currently cooperate with Apple's app store and major Android app stores to distribute our mobile applications to users. As such, the promotion, distribution and operation of our applications are subject to such distribution platforms' standard terms and policies for application developers, which are subject to the interpretation of, and frequent changes by, these distribution channels. If these third-party distribution platforms change their terms and conditions in a manner that is detrimental to us, or refuse to distribute our applications, or if any other major distribution channel with which we would like to seek collaboration refuses to collaborate with us in

the future on commercially favorable terms, our business, financial condition and results of operations may be materially and adversely affected.

***Our business depends substantially on the continuing efforts of our directors, executive officers and other key persons. If we lose their services, our business operations and growth prospects may be materially and adversely affected.***

Our future success depends substantially on the continuing efforts of our directors, executive officers and key persons. In particular, we rely on the leadership, expertise, experience and vision of our directors and senior management team. If one or more of our directors, executive officers or other key persons were unable or unwilling to continue their services with us, whether due to resignation, accident, health condition, family considerations or any other reason, we might not be able to find their successors, in a timely manner, or at all. Since the housing transactions and services industry is characterized by high demand and intense competition for talent, we cannot assure you that we will be able to attract or retain qualified management or other highly skilled employees.

We do not have key man insurance for our directors, executive officers or other key persons. If any of our key persons terminate his or her services or otherwise becomes unable to provide continuous services to us, our business may be severely and adversely affected, our financial condition and results of operations may be materially and adversely affected and we may incur additional expenses to recruit, train and retain qualified personnel. Each of our executive officers and key employees has entered into an employment agreement with a non-compete clause with us. However, these agreements may be breached by the counterparties, and there may not be adequate and timely remedies available to us to compensate our losses arising from the breach. We cannot assure you that we would be able to enforce these non-compete clauses. If any of our executive officers or key persons joins a competitor or forms a competing company, we may lose customers, know-hows and key professionals and staff members.

***Pandemics and epidemics, natural disasters, terrorist activities, political unrest and other outbreaks could disrupt our production, delivery, and operations, which could materially and adversely affect our business, financial condition and results of operations.***

Global pandemics, epidemics, or fear of the spread of contagious diseases, such as COVID-19, Middle East respiratory syndrome (MERS), Ebola virus disease, severe acute respiratory syndrome (SARS), H1N1 flu, H7N9 flu and avian flu, as well as hurricanes, earthquakes, tsunamis, or other natural disasters could disrupt our business operations, reduce or restrict the ability of real estate agents, home renovation workers and other service providers to provide services, or incur significant costs to protect our employees and facilities. Actual or threatened wars, terrorist activities, political unrests, civil strife and other geopolitical uncertainty could have a similar adverse effect on our business, financial condition and results of operations.

***We rely on certain key operating metrics to evaluate the performance of our business, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.***

We rely on certain key operating metrics, such as GTV, the number of active real estate brokerage stores and agents on our platform, among other things, to evaluate the performance of our business. Our operating metrics may differ from estimates published by third parties or from similarly titled metrics used by other companies due to differences in methodology and assumptions. We calculate these operating metrics using internal company data. There are inherent challenges in measuring such key metrics and company data, and measurement of such metrics and data may be susceptible to delays and technical errors. If we discover material inaccuracies in the operating metrics we use, or if they are perceived to be inaccurate, our reputation may be harmed and our evaluation methods and results may be impaired, which could negatively affect our business. If investors make investment decisions based on operating metrics we disclose that are inaccurate, we may also face potential lawsuits or disputes.

***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. However, we do not maintain business interruption insurance or key-man 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.

***Our results of operations are subject to seasonal fluctuations.***

Our business is subject to seasonal fluctuations, normally with relatively weaker performance in the first quarter, consistent with the residential real estate industry in general. The first quarter of each calendar year generally contributes the smallest portion of our annual revenue, primarily due to a reduced number of housing transactions and rental activities during the Chinese New Year holiday period and reduced home renovation and furnishing works in winter. We may face new factors that may increase the seasonality fluctuation in the future. As a result, our results of operations and the trading price of our Class A ordinary shares or ADSs may fluctuate from time to time due to seasonality.

***Our use of some leased properties for offices and stores and for home rental business could be challenged by external parties or government authorities and involve safety risks, which may cause interruptions to our business operations.***

Certain lessors of our leased properties for offices and stores, as well as lessors for our home rental services, have not provided us with their property ownership certificates or any other documentation proving their right to lease those 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 government authorities, or our lessors are subject to property seizure or other proceedings that affect the properties, 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. We may not have entered into written contracts with our lessors properly for a few of our leased properties in a timely manner and the lessors of such properties may claim to terminate our leases. We may not be able to find alternative properties to lease in a timely and reliable manner, or at all. While some lessors have represented and warranted to us that they are the owners of the leased properties or have the legal rights to lease those property to us and have agreed to indemnify us against the losses resulting from the ownership defects or their failure to obtain the required approvals in accordance with the applicable laws and regulations, there is no assurance that we will be able to successfully enforce such indemnification obligations against the lessors or that such indemnification can cover losses from all the ownership defects. In addition, some of the leased properties may also be subject to mortgage at the time the leases were entered into. If no consent had been obtained from the mortgage holder under such circumstances, the lease might not be binding on the transferee of the property in the event that the mortgage holder forecloses on the mortgage and transfers the property to another party. In addition, a portion of our leasehold interests in leased properties have not been registered with the PRC governmental authorities as required by PRC law. The PRC governmental authorities may order us to register the lease agreements within a prescribed time limit. Failure to do so may subject us to a fine ranging from RMB1,000 to RMB10,000 for each lease agreement. As of the date of this annual report, we had not been ordered by any PRC governmental authorities to register any lease agreements and we do not expect the failure to register the lease agreements of these properties to be material to our business and results of operations in terms of revenue contribution.

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 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 acceptable to us on a timely basis, or at all, or that we will not be subject to material liability resulting from external parties' challenges on our use of such properties.

Moreover, we are subject to safety risks with respect to leased properties, such as unauthorized constructions, mezzanine additions and renovations. In addition, our leased properties, including properties in relation to home renovation and furnishing business, transaction service centers and brokerage stores, need to pass the necessary fire safety verifications or inspections. If any of the leased properties fails to pass fire safety verifications or inspections, or otherwise does not comply with fire safety regulations, we may be subject to risks with fire safety. Fire accidents may occur at our exhibiting and warehousing properties or the properties undergoing home renovation and furnishing services despite our supervision. Any such occurrence may result in substantial reputational harm to us and our brands. We may be subject to potential liabilities, which may have a material adverse impact on our business, results of operations and financial condition. The improper use of fire, gas or home appliances by our tenants in our home rental businesses could also lead to fire safety risks. These safety risks could subject us to administrative penalties, forced closure of properties, interruptions to business operations, costs of rectification or, in the event of accidents, casualties and property damages. As a result of any of the foregoing risks, our business, financial condition and results of operations may be adversely affected.

***Enforcement of stricter labor laws and regulations and increases in labor costs in the PRC may materially and adversely affect our business and our profitability.***

China's overall economy and the average wage have increased in recent years and are expected to continue to grow. The average wage level for our employees has also increased in recent years. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to pass on these increased labor costs to our customers who pay for our services, our profitability and results of operations may be materially and adversely affected. Further, pursuant to the PRC Labor Contract Law, as amended, and its implementation rules, employers are subject to various requirements in terms of signing labor contracts, minimum wages, paying remuneration, determining the term of employees' probation and unilaterally terminating labor contracts. In the event that we decide to terminate some of our employees or otherwise change our employment or labor practices, the PRC Labor Contract Law and its implementation rules may limit our ability to affect those changes in a desirable or cost-effective manner, which could adversely affect our business and results of operations.

In addition, under the PRC Social Insurance Law and the Regulations on the Administration of Housing Funds, employees are required to participate in pension insurance, work-related injury insurance, medical insurance, unemployment insurance, maternity insurance, and housing provident funds, and employers are required, together with their employees or separately, to pay the contributions to social insurance and housing provident funds for their employees. The government agencies may examine whether an employer has made adequate payments of the requisite statutory employee benefits, and employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. Certain of our PRC subsidiaries and the VIEs and their subsidiaries have failed to make social insurance and housing fund contributions in full for their employees. In addition, certain of our PRC subsidiaries and the VIEs engage third-party human resources agencies to make social insurance and housing fund contributions for some of their employees, and there is no assurance that such third-party agencies make such contributions in full in a timely manner, or at all. If the PRC authorities determine that we shall make up for social insurance and housing fund contributions or that we are subject to fines and legal sanctions in relation to our failure to make social insurance and housing fund contributions in full for our employees, our business, financial condition and results of operations may be adversely affected.

Furthermore, pursuant to the PRC Labor Contract Law and the Interim Provisions on Labor Dispatch, dispatched labor is only intended to be a supplementary form of employment, the number of which shall not exceed 10% of the employer's total labor force. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Employment and Social Welfare—Labor Dispatch." We have historically hired dispatched workers from employment agencies from time to time and the number of dispatched workers may have exceeded 10% the total number of our labor force in the past. Although we aim to not assign dispatched workers on significant tasks, there is no assurance that the assignments performed by them are always temporary and ancillary in nature. We have formulated and implemented a plan to contain the number of dispatched workers and stay compliant. As of the date of this annual report, the number of our dispatched workers does not exceed 10% of the total number of our labor force. However, we cannot assure you that the number of dispatched workers we use will not exceed 10% of the total number of our labor force as we continue to develop and expand our business. If the number of our dispatched workers exceeds 10% of the total labor force in the future, we could be ordered to rectify within a specified period of time, and could be subject to fines if we fail to do so, which could have a material adverse effect to our business, financial condition and results of operations.

We cannot assure you that our employment practices will be deemed to be in compliance with labor-related laws and regulations in China due to interpretation and implementation uncertainties related to the evolving labor laws and regulations, which may subject us to labor disputes or government investigations. If we are deemed to have violated labor laws and regulations, we could be required to provide additional compensation to our employees and our business, financial condition and results of operations could be materially and adversely affected.

***Our online marketing services may constitute internet advertisement, which subjects us to laws, rules and regulations applicable to advertising.***

We derive certain amount of our revenues from online marketing services and other related services. In February 2023, the State Administration for Market Regulation promulgated the Administrative Measures on Internet Advertising, which became effective on May 1, 2023. Pursuant to the measures, internet advertisements are defined as any commercial advertising that directly or indirectly promotes goods or services through internet media in texts, images, audio, video or other forms. Under the measures, our online marketing services and other related services may constitute internet advertisement, and we may be therefore subject to additional obligations as an advertising distributor. For example, pursuant to the measures, an advertising distributor must examine, verify and record identity information of its advertisers, such as the advertiser's name, address and contact information, and maintain an updated verification of such information on a regular basis. Moreover, it must examine the supporting documentation provided by the advertisers and advertising operators. Where a special government review is required for specific categories of advertisements before posting, the advertising distributor must confirm that the review has been performed and approval has been obtained, and no edits or changes to the advertisements are allowed unless they are re-approved by the authority. If the content of the advertisement is inconsistent with the supporting documentation, or the supporting documentation is incomplete, the advertisement cannot be published. As for pop-up advertisements, advertising distributors shall clearly indicate the close button for the advertisements, and shall not engage in any activities that may hinder the users from closing the pop-up advertisements with one click, such as lacking the close button, containing a countdown timer for close, providing false or unidentifiable marks for the close button, requiring more than one click to close, and allowing the advertisement to pop up again after it is closed on the same page or file, etc. In addition, the measures require paid-for search results to be distinguished from natural search results so that consumers will not be misled as to the nature of these search results. As such, we are obligated to distinguish from others the listings characterized as paid-for search results and the real estate brokerage brands, stores or agents who purchase online marketing and related services or the listings by these brands, stores or agents. Furthermore, the measures specify additional compliance requirements for internet advertising businesses. For example, any promotion in the name of knowledge or experience sharing or consumer review but containing links to purchase products and services are also classified as a form of advertisement and thus shall be clearly indicated as "advertisements." Internet advertisements shall not deceive or mislead users into clicking or viewing the advertisements with false or fabricated system or software update reminders or warnings or offer of rewards. If an advertisement contains any link directing to another advertisement, the advertisers, advertising operators and distributors of primary advertisements are responsible for verifying the advertisement contents to which the link is directed and are relevant to the primary advertisement. Internet distributors shall also establish and maintain an archive for the advertisers and advertisements and keep the record for at least three years after the end of the advertisement.

Violation of these laws, rules or regulations may result in penalties, including fines up to RMB2 million or of other amount calculated based on the amount of advertising fees, confiscation of advertising fees and orders to cease dissemination of the advertisements. In circumstances involving serious violations, the PRC government may suspend or revoke a violator's business license or license for operating advertising business. Complying with the abovementioned requirements requires considerable resources and time, and could significantly affect the operation of our business, while at the same time also exposing us to increased liability under the laws, rules and regulations. The costs associated with complying with these laws, rules and regulations, including any penalties or fines for our failure to so comply if required, could have a material adverse effect on our business, financial condition and results of operations.

***Expectations relating to environmental, social and governance considerations and related reporting obligations expose us to potential liabilities, increased costs, reputational harm, and other adverse effects on our business.***

Many governments, regulators, investors, employees, customers and other stakeholders are increasingly focused on environmental, social and governance considerations relating to businesses, including climate change and greenhouse gas emissions, and diversity, equity and inclusion. In addition, we make statements about our goals and initiatives through our various non-financial reports, information provided on our website, press statements and other communications. Responding to these environmental, social and governance considerations and implementation of these goals and initiatives involves risks and uncertainties, requires investments, and depends in part on third-party performance or data that is outside our control. We cannot guarantee that we will achieve our announced environmental, social and governance goals and initiatives. In addition, some stakeholders may disagree with our goals and initiatives. Any failure, or perceived failure, by us to achieve our goals, further our initiatives, adhere to our public statements, comply with environmental, social and governance laws and regulations, or meet evolving and varied stakeholder expectations and standards could result in legal and regulatory proceedings against us and materially adversely affect our business, reputation, results of operations, financial condition and stock price.

***If we fail to maintain an effective system of internal control over financial reporting, we may lose investor confidence in the reliability of our financial statements.***

We are subject to reporting obligations under the U.S. securities laws. The SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules requiring every public company to include a management report on the company's internal control over financial reporting in its annual report, which contains management's assessment of the effectiveness of its internal control over financial reporting. In addition, an independent registered public accounting firm must attest to and report on the effectiveness of the company's internal control over financial reporting.

Our management has concluded that our internal control over financial reporting was effective as of December 31, 2023. See "Item 15. Controls and Procedures." Our independent registered public accounting firm has issued an audit report, which has concluded that our internal control over financial reporting was effective in all material aspects as of December 31, 2023. However, if we fail to maintain an effective system of internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting at a reasonable assurance level. This could in turn result in loss of investor confidence in the reliability of our financial statements and negatively impact the trading price of our Class A ordinary shares or the 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 exchanges on which we list, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements for prior periods. Furthermore, we have incurred and anticipate that we will continue to incur considerable costs, management time and other resources in an effort to comply with Section 404 of the Sarbanes-Oxley Act and other requirements.

***We may need additional capital, and we may be unable to obtain such capital in a timely manner or on acceptable terms, or at all.***

Growing and operating our business will require significant cash investments, capital expenditures and commitments to respond to business challenges, including developing or enhancing new or existing services and technologies and expanding our infrastructure. If cash on hand, cash generated from operations, and the net proceeds from our initial public offering in the United States in August 2020 and our public offering of ADSs in November 2020 are not sufficient to meet our cash and liquidity needs, we may need to seek additional capital, potentially through debt or equity financings. We may not be able to raise required cash on terms acceptable to us, or at all. Such financings may be on terms that are dilutive or potentially dilutive to our shareholders, and the prices at which new investors would be willing to purchase our securities may be lower than the current market price per share of our ordinary shares. The holders of new securities may also have rights, preferences, or privileges that are senior to those of existing stockholders. If new financing sources are required, but are insufficient or unavailable, we may need to modify our growth and operating plans and business strategies based on available funding, if any, which would harm our ability to grow our business.

***The fair value measurements of short-term and long-term investments inherently involves a certain degree of uncertainty, and such investments may incur fair value losses.***

From time to time, we purchase short-term investments, which mainly include bank time deposits, investments in wealth management products issued by financial institutions and held-to-maturity investments issued by financial institutions, and long-term investments, which primarily include long-term time deposits, investments accounted for at fair values (such as long-term wealth management products and equity securities in publicly-listed companies) and available-for-sale debt investments. The methodologies that we use to assess the fair value of the short-term and long-term investments involve a significant degree of management judgment and are inherently uncertain. In addition, we are exposed to credit risks in relation to our short-term and long-term investments, which may adversely affect the net changes in their fair value. As of December 31, 2021, 2022 and 2023, we had short-term investments of RMB29.4 billion, RMB35.5 billion and RMB34.3 billion (US\$4.8 billion), and long-term investments of RMB17.0 billion, RMB17.9 billion and RMB23.6 billion (US\$3.3 billion), respectively. The impairment recorded for equity method investments was RMB2.9 million, nil and RMB10.4 million (US\$1.5 million) in 2021, 2022 and 2023, respectively. The impairment recorded for equity investments accounted for using measurement alternative was RMB183.8 million, RMB591.9 million and RMB28.8 million (US\$4.1 million) in 2021, 2022 and 2023, respectively.



***Impairment loss charged against our goodwill, intangible assets and other long-lived assets could materially and adversely affect us.***

We may need to provide impairment losses for our goodwill, intangible assets, and other long-lived assets. Goodwill is not depreciated or amortized but is tested for impairment on an annual basis and between annual tests when an event occurs, or circumstances change that could indicate that the asset might be impaired. In accordance with the FASB, a company first has the option to assess qualitative factors to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. In the qualitative assessment, we consider primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. If we decide, as a result of our qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of each reporting unit exceeds its fair value, an impairment loss equal to the difference will be recorded. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit. We perform goodwill impairment testing at the reporting unit level on December 31 annually, and between annual tests whenever a triggering event occurs. Impairment charges of goodwill, intangible assets and other long-lived assets recognized for the years ended December 31, 2021, 2022 and 2023 were RMB746.7 million, RMB148.1 million and RMB93.4 million (US\$13.2 million), respectively. If we incur significant impairment charges of goodwill, intangible assets, and other long-lived assets in the future, our results of operations may be materially and adversely affected.

***We are subject to risks associated with contract liabilities.***

We had contract liabilities of RMB1,102 million, RMB3,260 million and RMB4,665 million (US\$657 million) as of December 31, 2021, 2022 and 2023, respectively. Contract liabilities are recognized if we receive consideration in advance of performance, which is mainly in relation to the existing home transaction services, new home transaction services, home renovation and furnishing services and emerging and other services. If for any reason we were to become unable to fulfill a large amount of these contract liabilities, we would have to refund the payments we received, which could materially and adversely affect our financial condition and liquidity position, and our brand image, reputation, and relationship with our platform participants might be damaged.

***If we are deemed an “investment company” under the Investment Company Act of 1940, it could adversely affect the price of the ADSs and could materially and adversely affect our business, results of operations, and financial condition.***

We are not an “investment company” and do not intend to become registered as an “investment company” under Section 3(a) of the Investment Company Act of 1940, or the Investment Company Act. We are primarily engaged in housing transactions and services, including existing and new home sales, home rentals, home renovation and furnishing, and other services.

Under Section 3(a)(1)(C) of the Investment Company Act, a company may be deemed as an “investment company” if it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding, or trading in securities and owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of government securities and cash items) on an unconsolidated basis. As a result, if we and/or certain of our subsidiaries are deemed to be an investment company within the meaning of the Investment Company Act, we would have to dispose of investment securities in order to fall outside the definition of an investment company. Additionally, we may have to forego potential future acquisitions of interests in companies that may be deemed to be investment securities within the meaning of the Investment Company Act. Failure to avoid being deemed an investment company under the Investment Company Act, coupled with our inability as a foreign private issuer to register under the Investment Company Act, could make us unable to comply with our reporting obligations as a public company in the United States and lead to our being delisted from the NYSE, which would materially and adversely affect the liquidity and value of the ADSs. We would also be unable to raise capital through the sale of securities in the United States or to conduct business in the United States. In addition, we may be subject to SEC enforcement action or purported class action lawsuits for alleged violations of U.S. securities laws. Defending ourselves against any such enforcement action or lawsuits would require significant attention from our management and divert resources from our existing businesses and could materially and adversely affect our business, results of operations, and financial condition.



## Risks Related to Our Corporate Structure

***If the PRC government finds that the agreements that establish the structure for operating some of our operations in China do not comply with PRC regulations relating to the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.***

Foreign ownership in entities that provide value-added telecommunication services, including online real estate platform services, is subject to restrictions under current PRC laws and regulations, unless certain exceptions are available. Specifically, foreign ownership of a value-added telecommunication service provider may not exceed 50%, except for the investment in the e-commerce operation business, a domestic multi-party communication business, an information storage and re-transmission business and a call center business. In addition, foreign investment in certain financial services in China is still heavily regulated. For example, there are no detailed regulations on the specific requirements and threshold for the change of a domestic online payment institution into a foreign-invested one, and the approval authority retains the discretion in granting the approval of such amendment.

We are a Cayman Islands company, and our PRC subsidiaries are considered foreign-invested enterprises. Accordingly, our PRC subsidiaries are not eligible to provide value-added telecommunication services and certain financial services subject to foreign ownership restriction under PRC laws or certain qualification requirements for foreign investors under other applicable PRC laws and regulations. To ensure compliance with the PRC laws and regulations, we conduct our foreign investment-restricted business in China through the VIEs and their subsidiaries, which currently hold the value-added telecommunication business license, the license for online payment services, and other licenses necessary for our operation of such restricted business. Our applicable WFOEs have entered into a series of contractual arrangements with the VIEs and their applicable shareholders, respectively, which enable us to (i) direct activities of the VIEs that most significantly affect the economic performance of the VIEs; (ii) receive economic benefits from the VIEs that could be significant to the VIEs; (iii) have the pledge right over the equity interests in the VIEs as the pledgee; and (iv) have an exclusive option to purchase all or part of the equity interests in and assets of the VIEs when and to the extent permitted by PRC law. As a result of these contractual arrangements, we have control over and are the primary beneficiary of the VIEs and hence consolidate their financial results under U.S. GAAP. See “Item 4. Information on the Company—C. Organizational Structure” for further details.

In the opinion of our PRC legal counsel, Han Kun Law Offices, as of the date of this annual report, (i) the ownership structures of our WFOEs and the VIEs in China are not in violation of provisions of applicable PRC laws and regulations currently in effect; and (ii) each of the agreements under the contractual arrangements among our WFOEs, the VIEs and their applicable shareholders governed by PRC law is not in violation of provisions of applicable PRC laws or regulations currently in effect, and valid and binding upon each party to such agreements and enforceable against each party thereto in accordance with their terms and applicable PRC laws and regulations currently in effect. However, we have been further advised by our PRC legal counsel that the interpretation and application of current and future PRC laws, regulations and rules are evolving. Thus, the PRC governmental authorities may take a view contrary to the opinion of our PRC legal counsel. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structure will be adopted or if adopted, what they would provide. For example, pursuant to the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies and its five supporting guidelines issued by the CSRC on February 17, 2023 and became effective on March 31, 2023, domestic companies that seek to offer and list their securities in overseas markets, either in direct or indirect means, are required to file with the CSRC and report relevant information to the CSRC under certain circumstances. At the press conference held for these measures on February 17, 2023, officials from the CSRC clarified that, for companies seeking overseas offering and listing with VIEs and applying to file with the CSRC, the CSRC will solicit opinions from PRC regulatory authorities and complete the filing of the overseas listing of such companies if such companies duly meet the compliance requirements. If we fail to complete the filing with the CSRC in a timely manner or at all for our future capital raising activities which are subject to filing requirements under the measures due to the VIEs, we may be required to unwind the VIEs or adjust our business operations to meet the filing requirements and our ability to raise or utilize funds could be materially and adversely affected. However, as the measures were recently promulgated, it remains uncertain as to their interpretation, application, and enforcement, in particular, for companies with VIE structures, and how they will affect our operations in mainland China and our future capital raising activities. In addition, if we or the VIEs are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals to operate our business, the PRC governmental authorities would have the discretion to take action in dealing with such violations or failures in accordance with laws and regulations, including:

- revoking the business licenses and/or operating licenses of such entities;
- imposing fines on us;
- confiscating any of our income that they deem to be obtained through illegal operations;
- discontinuing or placing restrictions or onerous conditions on the operations of the VIEs;
- placing restrictions on our right to collect revenues;
- shutting down our servers or blocking our app/websites; or
- requiring us to restructure our ownership structure or operations.

Any of these events could cause significant disruption to our business operations and severely damage our reputation, which would in turn have a material adverse effect on our financial condition and results of operations. If occurrences of any of these events results in our inability to direct the activities of the VIEs and their subsidiaries in China that most significantly impact their economic performance and/or our failure to receive the economic benefits and residual returns from the VIEs, and we are unable to restructure our ownership structure and operations in a satisfactory manner, we may not be able to consolidate the financial results of the VIEs in our consolidated financial statements in accordance with U.S. GAAP.

If the PRC government determines that the contractual arrangements constituting part of the VIE structure do not comply with PRC regulations, or if these regulations change or are interpreted differently in the future, our Class A ordinary shares and ADSs may decline in value or become worthless if we are unable to direct activities of or receive economic benefits the VIEs, which collectively held 23.8% of our group's cash, cash equivalents and restricted cash and 9.2% of our group's total assets as of December 31, 2023 and contribute to 0.8% of our net revenues in 2023, excluding inter-group transactions. Our holding company in the Cayman Islands, the VIEs and investors of our company face risks about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the VIEs and, consequently, significantly affect the financial performance of the VIEs and our company as a group.

***We rely on contractual arrangements with the VIEs and their shareholders to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs, which may not be as effective as direct ownership in providing operational control.***

We have relied and expect to continue to rely on contractual arrangements with the VIEs and their shareholders to conduct a portion of our operations in China, mainly value-added telecommunication services and certain financial services. These contractual arrangements, however, may not be as effective as direct ownership in providing us with control over the VIEs. For example, the VIEs and their shareholders could breach their contractual arrangements with us by, among other things, failing to conduct the operations of the VIEs in an acceptable manner or taking other actions that are detrimental to our interests.

If we had direct ownership of the VIEs in China, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of the VIEs, which in turn could implement changes, subject to any applicable fiduciary obligations, at the management and operational level. However, under the current contractual arrangements, we rely on the performance by the VIEs and their shareholders of their obligations under the contracts to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs. 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 arbitration, litigation and other legal proceedings and it may be difficult to predict the outcome of such legal proceedings. See “—Any failure by the VIEs or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on part of our business.”

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

If the 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 contractual remedies, which we cannot assure you will be sufficient or effective. For example, if the shareholders of the VIEs were to refuse to transfer their equity interests in the VIEs 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, then 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. We cannot assure you that we will be able to effectively enforce these contractual arrangements. See “—Risks Related to Doing Business in China—The PRC legal system is evolving, which leads to uncertainties that could materially and adversely affect us.” Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a consolidated variable interest entity should be interpreted or enforced under PRC law. There are uncertainties regarding the ultimate outcome of such arbitration if legal action becomes necessary. In addition, 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. In the event we are unable to enforce these contractual arrangements, or if we suffer significant delay or other obstacles in the process of enforcing these contractual arrangements, we may not be able to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs, and our ability to conduct the business we currently conduct through the contractual arrangements may be negatively affected.

***Certain shareholders of the VIEs may have potential conflicts of interest with us, which may materially and adversely affect part of our business.***

Certain shareholders of the VIEs subject to the contractual arrangements may have actual or potential conflicts of interest with us. These shareholders may breach, or cause the VIEs to breach, or refuse to renew, the existing contractual arrangements we have with them and the VIEs, which would have a material and adverse effect on our ability to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs and receive economic benefits from them. For example, the shareholders may be able to cause our agreements with the VIEs 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.

We may invoke the right under the equity pledge agreements with the shareholders of the VIEs to enforce the equity pledge in the case of any shareholder's breach of the contractual arrangements. For individuals who are also our directors and officers, we rely on them to abide by the laws of the Cayman Islands, which provide that directors and officers owe a fiduciary duty to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. Certain shareholders of the VIEs have executed powers of attorney to appoint one of our WFOEs or a person designated by the respective WFOE to vote on their behalf and exercise voting rights as shareholders of the VIEs. If we cannot resolve any conflict of interest or dispute between us and the shareholders of the VIEs with these contractual arrangements, we would have to rely on legal proceedings, which could result in disruption of part of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

The shareholders of the VIEs may be involved in personal disputes with third parties or other incidents that may have an adverse effect on their respective equity interests in the VIEs and the validity or enforceability of our contractual arrangements with the VIEs and their shareholders. For example, in the event that any of the individual shareholders of the VIEs divorces his or her spouse, the spouse may claim that the equity interest of the VIEs held by such shareholder is part of their community property and should be divided between such shareholder and the spouse. If such claim is supported by the court, the relevant equity interest may be obtained by the shareholder's spouse or another third party who is not subject to obligations under our contractual arrangements, which could result in a loss of the ability to direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs. Similarly, if any of the equity interests of the VIEs is inherited by a third party with whom the current contractual arrangements are not binding, we could lose our control over the VIEs or have to maintain such control by incurring unpredictable costs, which could cause significant disruption to part of our business and operations and harm our financial condition and results of operations.

***Contractual arrangements we have entered into with the VIEs may be subject to scrutiny by the PRC tax authorities. A finding that we owe additional taxes 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 in relation to the VIEs 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 income of the VIEs 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 the VIEs for PRC tax purposes, which could in turn increase their tax liabilities without reducing our PRC subsidiaries' tax expenses. In addition, the PRC tax authorities may impose late payment fees and other administrative sanctions on the VIEs for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if the VIEs' tax liabilities increase or if they are required to pay late payment fees and other penalties.

***We may lose the ability to use and benefit from assets held by the VIEs that are material or supplementary to the operation of our business if either of the VIEs goes bankrupt or becomes subject to dissolution or liquidation proceeding.***

As part of our contractual arrangements with the VIEs, these entities may in the future hold certain assets that are material or supplementary to the operation of our business. If either of the VIEs goes bankrupt and all or part of its assets become subject to liens or rights of creditors, we may be unable to continue some or all of our business activities we currently conduct through the contractual arrangement, which could materially and adversely affect our business, financial condition and results of operations. Under the contractual arrangements, the VIEs may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in the business without our prior consent. If either of the VIEs undergoes voluntary or involuntary liquidation proceeding, unrelated creditors may claim rights to some or all of these assets, thereby hindering our ability to operate part of our business, which could materially and adversely affect our business, financial condition and results of operations.

***The interpretation and implementation of the PRC Foreign Investment Law are evolving and we cannot assure you how it may impact the viability of our current corporate structure, corporate governance and operations.***

The value-added telecommunications services and certain financial services that we conduct through the VIEs and their subsidiaries are either subject to foreign investment restrictions set forth in the Special Management Measures (Negative List) for the Access of Foreign Investment (2021 Version) issued by the Ministry of Commerce and the NDRC, effective January 1, 2022, or certain qualification requirements for foreign investors under other applicable PRC laws and regulations.

On March 15, 2019, the National People's Congress promulgated the PRC Foreign Investment Law, which became effective on January 1, 2020. The interpretation and implementation of the law are subject to regulatory authorities. For instance, under this 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 arrangements would not be interpreted as a type of indirect foreign investment activities in the future. In addition, the definition of foreign investment contains a catch-all provision which includes investments made by foreign investors through means stipulated in laws, administrative regulations or provisions of the State Council of the PRC. Therefore, it still leaves leeway for future laws, administrative regulations or provisions promulgated by the State Council of the PRC 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. If further actions shall be taken under future laws, administrative regulations or provisions of the State Council of the PRC, we may face substantial uncertainties as to whether we can complete such actions. Failure to do so could materially and adversely affect our current corporate structure, corporate governance and operations.

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

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

We expect that our revenues will continue to be primarily derived in China and most of our operations will continue to be conducted in China. Accordingly, our results of operations, financial condition and prospects are influenced by economic, political, social conditions and legal developments in China generally and by continued economic growth in China as a whole. While the PRC economy has experienced significant growth over the past decades, there can be no assurance that the growth would be maintained or be even across different sectors. Any severe or prolonged slowdown in the rate of growth of the Chinese economy may adversely affect our business and results of operations, leading to reduction in demand for our services and solutions and adversely affect our competitive position.

The Chinese government has implemented various measures to encourage economic growth. Some of these measures may benefit the overall Chinese economy, while we cannot assure you how these measures would impact us. In the past the Chinese government has implemented certain measures, including interest rate adjustments, to control the pace of economic growth. These measures may cause decreased economic activity in China, which may adversely affect our business and results of operations.

Our ability to successfully maintain or grow business operations in China depends on various factors, which may be beyond our control. These factors include, among others, macro-economic and other market conditions, political stability, social conditions, measures to control inflation or deflation, changes in the rate or method of taxation, changes in laws, regulations and administrative directives or their interpretation and changes in industry policies. If we fail to take timely and appropriate measures to adapt to any of the changes or challenges, our business, results of operations, financial condition and prospects could be materially and adversely affected.

***The PRC legal system is evolving, which leads to uncertainties that could materially and adversely affect us.***

The PRC legal system is a civil law system based on written statutes. There is a limited volume of published court decisions that may be cited for reference but not binding on subsequent cases and have limited precedential value unless the Supreme People's Court otherwise provides. The overall effect of legislation over the past few decades has significantly enhanced the protections afforded to various forms of foreign or private-sector investments in China. However, since these laws and regulations are relatively new and the PRC legal system continues to rapidly evolve, the interpretations and enforcement of these laws, regulations and rules may be subject to change. These evolutions and uncertainties may affect our judgment on the relevance of legal requirements and our ability to enforce our contractual rights or tort claims. For example, on December 29, 2023, the Standing Committee of the National People's Congress published the PRC Company Law (2023 Revision), which will take effect on July 1, 2024. The revised PRC Company Law makes substantial changes to the current Company Law in a number of regards, including, among others, imposing requirements on time limit for capital contribution. Specifically, The revised PRC Company Law requires shareholders of a company to fully pay in their subscribed registered capital within five years of the establishment of the company. It also provides that companies established before the revised Company Law comes into force (i.e. July 1, 2024) with a term of capital contributions exceeding the aforementioned five-year period shall adjust their schedule of capital contribution to meet the new requirements, unless otherwise provided by laws and regulations or the State Council. As of the date of this annual report, there remains uncertainties as to the interpretation and application of the provisions related to adjustment of capital contribution schedules and the detail rules of implementation are yet to be issued.

Besides, the PRC is geographically large and divided into various provinces and municipalities and, as such, the PRC laws, rules, regulations and policies are subject to interpretations of local regulatory authorities and the application and enforcement practice may be varying in different parts of the PRC. PRC laws and regulations, particularly in local applications, can change quickly and may be adopted upon announcement to the public. Furthermore, the PRC legal system is based in part on government policies and we may not be aware of our violation of these policies until sometime after the violation. Changes in government policies may create uncertainties that could adversely affect our business operations. The PRC administrative and judicial authorities have the discretion in interpreting, implementing or enforcing statutory rules and contractual terms, and it may be difficult to precisely predict the outcome of administrative and judicial proceedings. Given above, we may be required to take more responsibilities or meet additional requirements in the future than we currently expect, and may not be aware of our violation of any of these policies and rules until sometime after the violation. Enforcement of agreements that are governed by PRC laws by legal or arbitral proceedings in the PRC could be complex with substantial costs incurred. In addition, any administrative and court proceedings in China may be time-consuming, resulting in substantial costs and diversion of resources and management attention.

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

We conduct our business primarily through our PRC subsidiaries, the VIEs and their subsidiaries 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 in accordance with PRC laws and regulations, and may influence our operations. Failure to comply with applicable laws and regulations could result in a material adverse change in our operation and/or the value of our Class A ordinary shares or ADSs.



In recent years, the PRC government has enhanced its oversight on overseas offerings and listings of China-based companies and foreign investment in China-based companies like us. Considering that a series of rules related to overseas listings by domestic companies are newly published and their interpretation and application remain uncertain, we cannot assure you that we will be able to complete filing with the CSRC or will be required to obtain any specific regulatory approvals from the Cyberspace Administration of China or any other PRC governmental authorities for our future financing activities in a timely manner, if at all, and such approvals and filings may be rescinded even if obtained. Any such circumstance could significantly limit or completely hinder our ability to continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. See “Item 3. Key Information—D. Risk Factors—Filings, approvals or other administration requirements of the CSRC, the Cyberspace Administration of China or other PRC governmental authorities may be required in connection with our future offshore offerings under PRC law.” Furthermore, the PRC government authorities are continually strengthening the oversight and law enforcement in recent years, such as enhancing joint supervision of governmental departments, systemically promulgating and implementing new rules, policies, guidelines and interpretations, and taking other comprehensive actions, which may affect our business model, monetization methods, daily operation, acquisition, investment and business development. In addition, implementation of industry-wide regulations may significantly affect the industries in which we operate, which could have material adverse effect in our operations and cause the value of our securities to significantly decline. Therefore, investors of our company and our business face potential uncertainty from actions taken by the PRC government affecting our business.

***Filings, approvals or other administration requirements of the CSRC, the Cyberspace Administration of China or other PRC governmental authorities may be required in connection with our future offshore offerings under PRC law.***

The PRC governmental authorities has strengthened oversight over offerings that are conducted overseas and/or foreign investment in overseas-listed China-based issuers like us. Such actions taken by the PRC government authorities may significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. For instance, the PRC governmental authorities promulgated the Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. Pursuant to the opinions, the administration and supervision of overseas-listed China-based companies will be strengthened, and the special provisions of the State Council of the PRC on overseas issuance and listing of shares by such companies will be revised, clarifying the responsibilities of domestic industry regulators and regulatory authorities.

On February 17, 2023, the CSRC issued the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies, and five supporting guidelines, which became effective on March 31, 2023. Pursuant to the measures, PRC domestic companies that directly or indirectly seek to offer or list their securities on an overseas stock exchange, including a PRC company limited by shares and an offshore company whose main business operations are in mainland China and intends to offer securities or be listed on an overseas stock exchange based on its onshore equities, assets, incomes or other similar interests, are required to file with the CSRC within three business days after submitting their application documents to the regulator in the place of intended listing or offering. Particularly, as for the PRC domestic companies that have directly or indirectly listed securities in overseas markets intend to conduct follow-on offerings in overseas markets, such companies are required to submit the filing with respect to the follow-on offering within three business days after completion of the follow-on offering. Failure to complete the filing under the measures, concealing any material fact or falsifying any major content in its filing documents may subject the company to administrative penalties, such as order to rectify, warnings, fines. Its controlling shareholders, actual controllers, direct officers-in-charge and other direct personnel-in-charge may also be subject to administrative penalties, such as warnings and fines. The measures also provide circumstances under which an overseas offering and listing of a PRC company is prohibited. At the press conference held for the measures, officials from the CSRC confirmed that the companies in mainland China that have been listed overseas before March 31, 2023 are not required to file with the CSRC immediately, but these companies should complete filing with the CSRC for their refinancing activities and future offerings in accordance with the measures. Based on the foregoing, as of the date of this annual report, we are not required to complete filing with the CSRC for our listing on the NYSE and the Hong Kong Stock Exchange, but we may be subject to the filing requirements for our future capital raising activities under the measures. As the measures were newly promulgated, there remain uncertainties about how the measures will be interpreted or implemented and how they will affect our operations and future overseas offerings. We cannot assure you that we will be able to complete such filing in a timely manner and fully comply with such regulations to maintain the listing status of our ADSs and/or other securities, or to conduct any securities offerings in the future.



On February 24, 2023, the CSRC, jointly with other governmental authorities, issued the Provisions on Strengthening the Confidentiality and Archive Management Work Relating to the Overseas Securities Offering and Listing by Domestic Companies, which became effective on March 31, 2023. These provisions expanded the applicable scope of the regulation to indirect overseas offerings and listings by companies based in mainland China and emphasized the confidentiality and archive management duties of such companies during the process of overseas offerings and listings.

In addition, pursuant to Cybersecurity Review Measures, which were issued on December 28, 2021 and became effective on February 15, 2022, network platform operators holding over one million users' personal information must apply with the Cybersecurity Review Office for a cybersecurity review before any listing on 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. The measures are subject to ongoing interpretation and their application in practice may evolve over time as new guidance becomes available. There can be no assurance that whether we should apply for cybersecurity review prior to any offshore offering and that we would be able to complete the applicable cybersecurity review procedures in a timely manner, or at all, if we are required to do so. In addition, on November 14, 2021, the Cyberspace Administration of China published the draft Regulations on the Administration of Cyber Data Security (Draft for Comments), which reiterates the circumstances under which data processors shall apply for cybersecurity review. There is no timetable as to when such draft regulations 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 regulations and measures will be enacted, interpreted or implemented and how they will affect our offshore offerings.

As of the date of this annual report, we have not received any formal inquiry, notice, warning, sanction, or any regulatory objection to any offshore offering from the CSRC, the Cyberspace Administration of China, or any other PRC regulatory agencies that have jurisdiction over our operations. If it is determined in the future that filings or approvals from the CSRC, the Cyberspace Administration of China, or other governmental requirements are required for our future offshore offerings, it is uncertain whether we can or how long it will take us to complete such filings or obtain such approvals, and any such approval could be rescinded even obtained. Any failure to complete such filings, or failure to obtain or delay in obtaining such approvals for our offshore offerings, or a rescission of any such approval obtained by us, would subject us to sanctions by the CSRC, the Cyberspace Administration of China, or other PRC regulatory agencies. These regulatory agencies 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 Class A ordinary shares or ADSs. In addition, if the CSRC, the Cyberspace Administration of China, or other regulatory agencies later promulgate new rules or explanations requiring filings, approvals, registrations or other kinds of authorizations for offshore offerings, we cannot assure you that we can complete the filings, obtain the approvals, authorizations, or complete required procedures or other requirements in a timely manner, or at all, or obtain any waiver of aforesaid governmental requirements if and when procedures are established to obtain such a waiver. Complying with new laws and regulations could cause us to incur substantial costs or require us to change our business practices in a manner materially adverse to our business. Any uncertainties and/or negative publicity regarding such an approval or other requirements could materially and adversely affect the trading price of our Class A ordinary shares or ADSs.

***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 Cayman Islands holding company and rely on dividends and other distributions on equity from our PRC subsidiaries for our cash requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. Current PRC regulations permit our PRC subsidiaries to pay dividends to us only out of their accumulated after-tax profits upon satisfaction of statutory conditions and procedures, if any, determined in accordance with Chinese accounting standards and regulations. In addition, each of our PRC subsidiaries is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain reserve funds until the total amount set aside reaches 50% of its registered capital. Additionally, if our PRC subsidiaries incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends or make other distributions to us. Furthermore, the PRC tax authorities may require our subsidiaries to adjust their taxable income under the contractual arrangements they currently have in place with the VIEs in a manner that would materially and adversely affect their ability to pay dividends and other distributions to us.

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

***The custodians or authorized users of our controlling non-tangible assets, including chops and seals, may fail to fulfill their responsibilities, or misappropriate or misuse these assets.***

Under PRC laws, legal documents for corporate transactions are executed using the chop or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with a branch of the State Administration for Market Regulation. In order to secure the use of our chops and seals, we have established internal control procedures and rules for using these chops and seals. In any event that the chops and seals are intended to be used, the responsible personnel will submit the application which will then be verified and approved by authorized employees in accordance with our internal control procedures and rules. In addition, in order to maintain the physical security of our chops, we generally have them stored in secure locations accessible only to authorized employees. Although we monitor such authorized employees, the procedures may not be sufficient to prevent all instances of abuse or negligence. There is a risk that our employees could abuse their authority, for example, by entering into a contract not approved by us or seeking to gain control of any of our subsidiaries or VIEs. If any employee obtains, misuses or misappropriates our chops and seals or other controlling non-tangible assets for whatever reason, we could experience disruption to our normal business operations. We may have to take corporate or legal action, which could involve significant time and resources to resolve and divert management from our operations. In addition, the affected entity may not be able to recover corporate assets that are sold or transferred out of our control in the event of such a misappropriation if a transferee relies on the apparent authority of the representative and acts in good faith.

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

Any funds we transfer to our PRC subsidiaries, either as a shareholder loan or as an increase in registered capital, as well as any loans we provide to the VIEs, are subject to approval by or registration with governmental authorities in China. According to the PRC regulations on foreign invested enterprises in China, capital contributions to our PRC subsidiaries are subject to the registration with State Administration for Market Regulation or its local counterpart and registration with a local bank authorized by SAFE. In addition, (i) any foreign loan procured by our PRC subsidiaries is required to be registered with SAFE or its local branches and (ii) none of our PRC subsidiaries may procure loans which exceed the difference between its total investment amount and registered capital. Alternatively, our PRC subsidiaries can only procure loans subject to the calculation approach and limitation as provided by the People's Bank of China. Additionally, any medium or long-term loans to be provided by us to the VIEs must be registered with the NDRC and SAFE or its local branches. We may not be able to obtain these government approvals or complete such registrations in a timely manner, or at all, with respect to future capital contributions or foreign loans by us to our PRC subsidiaries or loans by us to the VIEs. If we fail to receive such approvals or complete such registration or filing, our ability to use the proceeds of our offshore offerings may be negatively affected, which could adversely affect our liquidity and our ability to fund and expand our business.

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

The PRC government imposes regulations on the convertibility of Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China requires approval or registration in accordance with regulatory requirements. We receive our revenues primarily in Renminbi. Under our current corporate structure, our Cayman Islands holding company primarily relies 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, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval of SAFE by complying with certain procedural requirements. Specifically, under the existing foreign exchange restrictions, without prior approval of SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends to our company. However, approval from or registration with appropriate government authorities is required where Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. As a result, we need to obtain SAFE approval to use cash generated from the operations of our PRC subsidiaries and VIEs to pay off their respective debt in a currency other than Renminbi owed to entities outside China, or to make other capital expenditure payments outside China in a currency other than Renminbi. We cannot guarantee that additional restrictions on the convertibility of the Renminbi into foreign currencies for the current account transactions will not be imposed in the future. If we are unable to obtain 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 Class A ordinary shares or ADSs.

We have very limited hedging options to reduce our exposure to exchange rate fluctuations. We selectively use financial instruments to manage the market risks associated with exposure to fluctuations in interest rates and foreign currency rates. 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 exchange administration regulations in China that restrict our ability to convert Renminbi into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

***China's M&A Rules and certain other PRC regulations establish procedures and requirements for certain acquisitions of PRC companies, which could make it difficult for us to pursue growth through acquisitions in China.***

A number of PRC laws and regulations have established procedures and requirements for merger and acquisition activities in China by foreign investors. In addition to the Anti-monopoly Law itself and ancillary regulations, these include the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, which became effective on September 8, 2006 and was amended on June 22, 2009, and the Rules of the Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors promulgated in 2011. These laws and regulations impose requirements in some instances that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise. In addition, pursuant to the Measures for the Security Review of Foreign Investment, which became effective on January 18, 2021, foreign investment in certain key areas with bearing on national security, such as important cultural products and services, important information technology and internet services and products, key technologies and other important areas with bearing on national security which results in the acquisition of *de facto* control of investee companies, shall be filed with a working mechanism office jointly established by NDRC and the Ministry of Commerce before such investment is carried out. In addition, pursuant to anti-monopoly laws and regulations, the State Administration for Market Regulation should be notified in advance of any concentration of undertaking if certain thresholds are triggered. In light of the evolution of the interpretation, implementation and enforcement of the anti-monopoly laws and regulations of the PRC, we cannot assure you that the anti-monopoly law enforcement agency will not deem our future acquisitions or investments to have triggered filing requirement for anti-monopoly review. Moreover, the Rules of the Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors specify that mergers and acquisitions by foreign investors that raise “national defense and security” concerns and mergers and acquisitions through which foreign investors may acquire *de facto* control over domestic enterprises that raise “national security” concerns are subject to strict review by the Ministry of Commerce, and prohibit any attempt to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. Furthermore, if an overseas-listed China-based issuer like us conducts a follow-on offering for the purpose of purchasing assets in mainland China, the issuer shall also complete filing with the CSRC in accordance with the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies. In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the regulations to complete such transactions takes time, and any required approval and filing processes, including clearance from the State Administration for Market Regulation, approval from the Ministry of Commerce and NDRC and filing with the CSRC, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

***Failure to comply with PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our PRC subsidiaries to liability or penalties, limit our ability to inject capital into our PRC subsidiaries, limit our PRC subsidiaries' ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.***

In July 2014, SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment Through Special Purpose Vehicles, or SAFE Circular 37, which requires PRC residents (including PRC individuals and PRC corporate entities) to register with SAFE or its local branches in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests. SAFE Circular 37 is applicable to our shareholders who are PRC residents and may be applicable to any offshore acquisitions that we make in the future. In addition, such PRC residents must update their SAFE registrations when the offshore special purpose vehicle undergoes material events relating to any change of basic information (including change of such PRC citizens or residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, or mergers or divisions. According to the Circular on Further Simplifying and Improving Foreign Exchange Administration Policy on Direct Investment, which became effective on June 1, 2015, applications for foreign exchange registration of inbound foreign direct investments and outbound overseas direct investments, including those required under SAFE Circular 37, will be filed with qualified banks instead of SAFE. The term “control” under SAFE Circular 37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by PRC residents in the offshore special purpose vehicles by means of acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. If any PRC shareholder of such special purpose vehicles fails to make the required registration or to update the previously filed registration, the subsidiary of such special purpose vehicles in China may be prohibited from distributing their profits or the proceeds from any capital reduction, share transfer or liquidation to the special purpose vehicles, and the special purpose vehicles may also be prohibited from making additional capital contributions into their subsidiary in China.

We have notified all individuals or entities who directly or indirectly hold shares in our Cayman Islands holding company and are known to us as PRC residents to complete the foreign exchange registrations. However, we may not be informed of the identities of all the PRC individuals or entities holding direct or indirect interest in our company, nor can we compel our beneficial owners to comply with the SAFE registration requirements. As a result, we cannot assure you that all of our shareholders or beneficial owners who are PRC residents have complied with, and will in the future make, obtain or update any applicable registrations or approvals required by the SAFE regulations. In addition, concerning the uncertainty of the application of SAFE Circular 37, some of our current beneficial owners who are PRC residents failed to complete or update their SAFE registrations to address the changes of their offshore interest. Failure by such shareholders or beneficial owners to comply with the SAFE regulations, or failure by us to amend the foreign exchange registrations of our PRC subsidiaries, could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our PRC subsidiaries' ability to make distributions or pay dividends to us or affect our ownership structure, which 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.***

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. Pursuant to these rules, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year who participate in any stock incentive plan of an overseas publicly listed company, subject to a few exceptions, are required to register with SAFE through a domestic qualified agent, which could be the PRC subsidiaries of such overseas-listed company, and complete certain other procedures. See "Item 4. Information on the Company—B. Business Overview—Regulations Related to Foreign Exchange and Dividend Distribution—Regulations Related to Stock Incentive Plans." 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 or will be granted incentive shares or options are subject to these regulations. Failure to complete the SAFE registrations may subject us or them to fines and legal sanctions. In addition, laws and regulations and their interpretation may change from time to time and there remains uncertainties with respect to their implementation, which could restrict our ability to adopt additional incentive plans for our directors, executive officers and employees under PRC law.

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

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with its "de facto management body" within the PRC is considered a "resident enterprise" 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, productions, personnel, accounts and properties of an enterprise. In 2009, the State Administration of Taxation issued a circular, known as SAT Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the State Administration of Taxation's general position on how the "de facto management body" text should be applied in determining the tax resident status of all offshore enterprises. According to SAT 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 minutes of board and shareholder meetings are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe none of our entities outside of China is a PRC resident enterprise for PRC tax purposes. 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 we are a PRC resident enterprise for enterprise income tax purposes, we will be subject to PRC enterprise income on our worldwide income at the rate of 25% and we will be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our Class A ordinary shares and ADSs. In addition, gains realized on the sale or other disposition of our ADSs or Class A ordinary shares may be subject to PRC tax, at a rate of 10% in the case of non-PRC enterprises or 20% in the case of non-PRC individuals (in each case, subject to the clauses of any applicable tax treaty), if such gains are deemed to be from the PRC. It is unclear whether non-PRC shareholders of our company would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise. Any such tax may reduce the returns on your investment in our Class A ordinary shares or ADSs.

***We face uncertainty with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies, which may have a material adverse effect on our financial condition and results of operations.***

On February 3, 2015, the State Administration of Taxation issued the Circular on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Circular 7. SAT Circular 7 extends its tax jurisdiction to transactions involving the transfer of taxable assets through offshore transfer of a foreign intermediate holding company. In addition, SAT Circular 7 provides certain criteria on how to assess reasonable commercial purposes and has introduced safe harbors for internal group restructurings and the purchase and sale of equity through a public securities market. SAT Circular 7 also brings challenges to both foreign transferor and transferee (or other person who is obligated to pay for the transfer) of taxable assets. On October 17, 2017, the State Administration of Taxation issued the Circular on Issues of Tax Withholding Regarding Non-PRC Resident Enterprise Income Tax, or SAT Circular 37, which came into effect on December 1, 2017. SAT Circular 37 further clarifies the practice and procedure of the withholding of non-resident enterprise income tax.

Where a non-resident enterprise transfers taxable assets indirectly by disposing of the equity interests of an overseas holding company, which is an Indirect Transfer, the non-resident enterprise as either transferor or transferee, or the PRC entity that directly owns the taxable assets, may report such Indirect Transfer to the tax authority. Using a “substance over form” principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such Indirect Transfer may be subject to PRC enterprise income tax, and the transferee or other person who is obligated to pay for the transfer is obligated to withhold the applicable taxes, currently at a rate of 10% for the transfer of equity interests in a PRC resident enterprise.

We face uncertainties as to the reporting and other implications of certain past and future transactions where PRC taxable assets are involved, such as offshore restructuring, sale of the shares in our offshore subsidiaries and investments. For transfer of shares in our company by investors who are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under SAT Circular 7 and/or SAT Circular 37. As a result, we may be required to expend valuable resources to comply with SAT Circular 7 and/or SAT Circular 37, or to establish that we and our non-PRC resident investors should not be taxed under these circulars, which may have a material adverse effect on our financial condition and results of operations.

***You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions against us or our directors and officers named in the annual report based on foreign laws.***

We are an exempted company incorporated under the laws of the Cayman Islands, we conduct substantially all of our operations in China, and substantially all of our assets are located in China. A majority of our directors and executive officers are nationals or residents of jurisdictions other than the United States and most of their assets are located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these individuals, to bring an action against us or these individuals in the United States, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.



We have been advised by Harney Westwood & Riegels that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), the Cayman Islands Grand Court will at common law enforce final and conclusive in personam judgments of state and/or federal courts of the United States of America, or the Foreign Court, of a debt or definite sum of money against the Company (other than a sum of money payable in respect of taxes or other charges of a like nature, a fine or other penalty (which may include a multiple damages judgment in an anti-trust action) or where enforcement would be contrary to public policy). The Grand Court of the Cayman Islands will also at common law enforce final and conclusive in personam judgments of the Foreign Court that are non-monetary against the Company, for example, declaratory judgments ruling upon the true legal owner of shares in a Cayman Islands company. The Grand Court will exercise its discretion in the enforcement of non-money judgments by having regard to the circumstances, such as considering whether the principles of comity apply. To be treated as final and conclusive, any relevant judgment must be regarded as *res judicata* by the Foreign Court. A debt claim on a foreign judgment must be brought within 6 years of the date of the judgment, and arrears of interest on a judgment debt cannot be recovered after six years from the date on which the interest was due. The Cayman Islands courts are unlikely to enforce a judgment obtained from the Foreign Court under civil liability provisions of U.S. federal securities law if such a judgment is found by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. Such a determination has not yet been made by the Grand Court of the Cayman Islands. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. A judgment entered in default of appearance by a defendant who has had notice of the Foreign Court's intention to proceed may be final and conclusive notwithstanding that the Foreign Court has power to set aside its own judgment and despite the fact that it may be subject to an appeal the time-limit for which has not yet expired. The Grand Court may safeguard the defendant's rights by granting a stay of execution pending any such appeal and may also grant interim injunctive relief as appropriate for the purpose of enforcement.

Substantially all of our officers and directors are located in China, and it will be difficult to enforce liabilities and enforce judgments on those individuals. The recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other written forms of reciprocity with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. As such, the PRC courts will review and determine the applicability of the reciprocity principle on a case-by-case basis and the length of the procedure is uncertain. In addition, according to the PRC Civil Procedures Law, the PRC courts will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC laws or national sovereignty, security or public interest. As a result, enforcement of a judgment rendered by a court in the United States is subject to the judgment of PRC courts considering the foregoing factors. In addition to the aforesaid substantial uncertainties, the foreign shareholders seeking the enforcement of a foreign judgement in the PRC courts could incur substantial legal and other costs that may be material to the shareholders. Shareholders could potentially spend a considerable amount of time and other resources to go through the recognition and enforcement procedure, which may be a significant burden for the shareholders, but with no assurance of ultimate success.

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



***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 legal and other obstacles to providing information needed for regulatory investigations or litigations 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 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. The Provisions on Strengthening the Confidentiality and Archive Management Work Relating to the Overseas Securities Offering and Listing by Domestic Companies, which became effective on March 31, 2023, provide that the investigation and evidence collection in relation to the overseas securities offering and listing of the PRC domestic companies by the overseas securities regulatory authorities and other authorities shall be conducted through the cross-border cooperation mechanism for supervision and administration and the domestic companies in mainland China shall obtain the prior consent from the CSRC or other authorities before cooperating with such overseas securities regulatory authorities or authorities in connection with the inspections or investigations or providing documents to such overseas securities regulatory authorities or other authorities. The inability for an overseas securities regulator to directly conduct investigation or evidence collection activities within China may increase difficulties faced by you in protecting your interests. See also “—Risks Related to Our Shares and ADSs—You may face difficulties in protecting your interests, and your ability to protect your rights through Hong Kong or U.S. courts may be limited, because we are incorporated under Cayman Islands law.” for risks associated with investing in us as a Cayman Islands company.

***Discontinuation of any of the preferential tax treatments and government subsidies or imposition of any additional taxes and surcharges could adversely affect our financial condition and results of operations.***

Under the PRC Enterprise Income Tax Law and its implementation rules, the statutory enterprise income tax rate is 25%, but certain “high and new technology enterprises,” are qualified for a preferential enterprise income tax rates subject to certain qualification criteria. A “high and new technology enterprise,” which is reassessed every three years, is entitled to favorable income tax rate of 15%. A reduced income tax rate of 15% is applicable to enterprises set up in the Western Regions with their main business in encouraged industries. A “software enterprise,” which is reassessed annually, is entitled to the exemption of two years and halving for three years of corporate income tax from the profit-making year. Currently certain PRC subsidiaries of ours are enjoying favorable tax rates as high and new technology enterprises or software enterprise or enterprises within the catalogue of encouraged industry in the Western Regions. If any of these entities fails to maintain its qualified status, the income tax rate could increase and our business, financial condition and results of operations would be materially and adversely affected.

Further, in the ordinary course of our business, we are subject to complex income tax and other tax regulations, and significant judgment is required in the determination of a provision for income taxes. Although we believe our tax provisions are reasonable, if the PRC tax authorities successfully challenge our position and we are required to pay tax, interest and penalties in excess of our tax provisions, our financial condition and results of operations would be materially and adversely affected.

***The PCAOB had historically been 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 in the past has deprived 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. The auditor is located in mainland China, a jurisdiction where the PCAOB was historically unable to conduct inspections and investigations completely before 2022. As a result, we and investors in the ADSs were deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China in the past has made 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. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. However, if the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong, and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we and investors in our ADSs would be deprived of the benefits of such PCAOB inspections again, which could cause investors and potential investors in the ADSs to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

***Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.***

Pursuant to the HFCAA, as amended by the Consolidated Appropriations Act, 2023, if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the PCAOB for two consecutive years, the SEC will 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 was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong and our auditor was subject to that determination. In May 2022, the SEC conclusively listed us as a Commission-Identified Issuer under the HFCAA following the filing of our annual report on Form 20-F for the fiscal year ended December 31, 2021. On December 15, 2022, the PCAOB removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. On December 29, 2022, the Consolidated Appropriations Act, 2023 was signed into law, which amended the HFCAA (i) to reduce the number of consecutive non-inspection years required for triggering the prohibitions under the HFCAA from three years to two, and (ii) so that any foreign jurisdiction could be the reason why the PCAOB does not have complete access to inspect or investigate a company's auditors. As it was originally enacted, the HFCAA applied only if the PCAOB's inability to inspect or investigate because of a position taken by an authority in the foreign jurisdiction where the relevant public accounting firm is located. As a result of the Consolidated Appropriations Act, 2023, the HFCAA now also applies if the PCAOB's inability to inspect or investigate the relevant accounting firm is due to a position taken by an authority in any foreign jurisdiction. The denying jurisdiction does not need to be where the accounting firm is located. We were not identified as a Commission-Identified Issuer under the HFCAA after we filed our annual report on Form 20-F for the fiscal year ended December 31, 2022, and do not expect to be so identified after we file this annual report on Form 20-F for the fiscal year ended December 31, 2023.

Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in mainland China and Hong Kong, among other jurisdictions. If the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. In accordance with the HFCAA, our securities would be prohibited from being traded on a national securities exchange or in the over-the-counter trading market in the United States if we are identified as a Commission-Identified Issuer for two consecutive years in the future. Although our Class A ordinary shares have been listed on the Hong Kong Stock Exchange and the ADSs and Class A ordinary shares are fully fungible, we cannot assure you that an active trading market for our Class A ordinary shares on the Hong Kong Stock Exchange will be sustained or that the ADSs can be converted and traded with sufficient market recognition and liquidity, if our shares and ADSs are prohibited from trading in the United States. A prohibition of being able to trade in the United States 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.

***Rising international political tensions, including changes in the U.S. and international trade policies, particularly with regard to China, may adversely impact our business, financial condition, and results of operations.***

Although cross-border business may not be an area of our focus, if we plan to expand our business internationally in the future, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products and services, impact our competitive position, or prevent us from being able to conduct business in certain countries. If any new tariffs, legislation, or regulations are implemented, or if existing trade agreements are renegotiated, such changes could adversely affect our business, financial condition, and results of operations. There have been heightened tensions in international economic relations, such as the one between the United States and China. The U.S. government has imposed, and has proposed to impose additional, new, or higher tariffs on certain products imported from China to penalize China for what it characterizes as unfair trade practices. China has responded by imposing, and proposing to impose additional, new, or higher tariffs on certain products imported from the United States. Following mutual retaliatory actions for months, on January 15, 2020, the United States and China entered into the Economic and Trade Agreement Between the United States of America and the People's Republic of China as a phase one trade deal, effective on February 14, 2020.

In addition, political tensions between the United States and China have escalated due to, among other things, trade disputes, the COVID-19 outbreak, 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 the U.S. government in August 2020 that prohibit certain transactions with certain selected leading Chinese internet companies as well as their products. Rising political tensions could reduce levels of trades, investments, technological exchanges, and other economic activities between the two major economies. Besides, China is also facing the challenges of technological blockade and the economic decoupling between the U.S. and China. Any of these factors could have a material adverse effect on our business, prospects, financial condition and results of operations. Such tensions between the United States and China, and any escalation thereof, may have a negative impact on the general, economic, political, and social conditions in China.

Although the direct impact of the current international trade tensions and political tensions between the United States and China, and any escalation of such tensions, on the housing transaction and services industry in China is uncertain, the negative impact on general, economic, political and social conditions may adversely impact our business, financial condition and results of operations.

## Risks Related to Our Shares and ADSs

*The trading price of the ADSs and Class A ordinary shares may be volatile, which could result in substantial losses to investors.*

The trading price of our ADSs has been volatile since our ADSs started to trade on the New York Stock Exchange on August 13, 2020. The trading price of our ADSs could fluctuate widely due to factors beyond our control. The trading price of our Class A ordinary shares, likewise, can be volatile for similar or different reasons. This may happen because of broad market and industry factors, including the performance and fluctuation of the market prices of other companies with business operations located mainly in China that have listed their securities in the United States or Hong Kong. In addition to market and industry factors, the price and trading volume for the Class A ordinary shares or ADSs may be highly volatile for factors specific to our own operations, including the following:

- variations in our revenues, earnings, or cash flow;
- fluctuations in operating metrics;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors, or failure to complete investments or acquisitions;
- announcements of new services and expansions by us or our competitors;
- changes in financial estimates by securities analysts;
- detrimental negative publicity about us, our competitors or our industry;
- additions or departures of key personnel;
- release of lock-up or other transfer restrictions on our outstanding equity securities or sales of additional equity securities;
- regulatory developments affecting us or our industry and relating to overseas listing;
- potential litigation or regulatory investigations;
- trends of global and China's economies;
- rising international geopolitical tensions; and
- short selling of securities of China-based companies listed in the United States.

Any of these factors may result in large and sudden changes in the volume and price at which the Class A ordinary shares or ADSs will trade. Furthermore, the stock market in general experiences price and volume fluctuations that are often unrelated or disproportionate to the operating performance of companies like us. These broad market and industry fluctuations may adversely affect the market price of our Class A ordinary shares or ADSs. Volatility or a lack of positive performance in our Class A ordinary shares or ADS price may also adversely affect our ability to retain key employees, most of whom have been granted equity incentives.

Price volatility may cause the average price at which we repurchase our stock in a given period to exceed the stock's price at a given point in time. We believe the price of our stock should reflect expectations of future growth and profitability. We also believe the price of our stock should reflect shareholder returns, including cash dividends and our share repurchase program. We cannot assure you that there will be future dividends, which are subject to declaration by our board of directors, and our share repurchase program does not obligate us to acquire any specific number of shares. If we fail to meet expectations related to future growth, profitability, dividends, share repurchases or other market expectations, the price of our stock may decline significantly, which could have a material adverse impact on investor confidence.

In the past, shareholders of public companies have often brought securities class action suits against companies following periods of instability in the market price of their securities. Based on public records, our company and certain of our directors and officers were named as defendants in a putative securities class action filed in the United States. See “Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings” for more information. When and if we are involved in a class action suit, it could divert a significant amount of our management’s attention and other resources from our business and operations and require us to incur significant expenses to defend the suit, which could harm our results of operations. Any such class action suit, whether successful or not, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, we may be required to pay significant damages, which could have a material adverse effect on our financial condition and results of operations.

***Our dual-class voting structure will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and ADSs may view as beneficial.***

Our authorized and issued share capital are divided into Class A ordinary shares and Class B ordinary shares. In respect of matters requiring the votes of shareholders, holders of Class A ordinary shares and Class B ordinary shares vote together as a single class except as may otherwise be required by law, and holders of Class A ordinary shares are entitled to one vote per share while holders of Class B ordinary shares are entitled to ten votes per share, subject to Rule 8A.24 of the Hong Kong Listing Rules that requires the reserved matters to be voted on a one vote per share basis. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Subject to the Hong Kong Listing Rules or other applicable laws or regulations, each Class B ordinary share shall be automatically converted into one Class A ordinary share upon the occurrence of any of the events as specified in paragraph 18 of our currently effective memorandum and articles of association. For details, see “Item 10. Additional Information—B. Memorandum and Articles of Association.”

As of February 29, 2024, holders of our Class B ordinary shares hold 150,376,248 Class B ordinary shares, representing 30.4% of the aggregate voting power of our total issued and outstanding ordinary shares (excluding the Class A ordinary shares registered in the name of the depositary bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and Class A ordinary shares in the form of ADSs repurchased but not cancelled) due to the disparate voting powers associated with our dual-class voting structure. See “Item 6. Directors, Senior Management and Employees—E. Share Ownership.” Holders of our Class B ordinary shares or their proxy have considerable influence over matters requiring shareholder approval, such as electing directors and approving material mergers, acquisitions, or other business combination transactions. This concentration of ownership may discourage, delay, or prevent a change of control of our company, which could have the effect of depriving our other shareholders of the opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of our Class A ordinary shares or ADSs. This concentrated control will limit your ability to influence corporate matters and could discourage others from pursuing any potential merger, takeover, or other change of control transactions that holders of Class A ordinary shares and ADSs may view as beneficial.

***If securities or industry analysts cease to publish research or reports about our business, or if they adversely change their recommendations regarding the Class A ordinary shares or the ADSs, the market price for the Class A ordinary shares or the ADSs and trading volume could decline.***

The trading market for the Class A ordinary shares or the ADSs will be influenced by research or reports that industry or securities analysts publish about our business. If one or more analysts who cover us downgrade the Class A ordinary shares or the ADSs, the market price for the Class A ordinary shares or the ADSs would likely decline. If one or more of these analysts cease to cover us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for the Class A ordinary shares or the ADSs to decline.

***Techniques employed by short sellers may drive down the market price of our Class A ordinary shares or the ADSs.***

Short selling is the practice of selling securities that a seller does not own but rather has borrowed from a third party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is in the short seller’s interest for the price of the security to decline, many short sellers publish, or arrange for the publication of, negative opinions regarding relevant issuers and their business prospects in order to create negative market momentum and generate profits for themselves after selling securities short.

Public companies listed in the United States that have substantially all of their operations in China have been the subject of short selling. Much of the scrutiny and negative publicity has centered on allegations of a lack of effective internal control over financial reporting resulting in financial and accounting irregularities and mistakes, inadequate corporate governance policies or a lack of adherence thereto and, in many cases, allegations of fraud. As a result, many of these companies are now conducting internal and external investigations into the allegations and, in the interim, are subject to shareholder lawsuits or SEC enforcement actions.

On December 16, 2021, Muddy Waters Capital LLC issued a short seller report with allegations against us. On December 17, 2021, we announced that the audit committee of our board of directors commenced an internal review into the key allegations raised in the report with the assistance of third-party professional advisors including an international law firm and forensic accounting experts from a Big-Four accounting firm that is not our auditor. On January 28, 2022, we announced that the internal review was substantially complete and that based on such internal review, the audit committee has concluded that the allegations in the report were not substantiated. Any such allegations may be followed by periods of instability in the market price of our Class A ordinary shares or ADSs and the corresponding negative publicity. If and when become the subject of any unfavorable allegations, whether such allegations are proven to be true or untrue, we could be forced to expend a significant amount of resources to investigate such allegations or defend ourselves. While we would strongly defend against any such short seller attacks, we may be constrained in the manner in which we can proceed against the relevant short seller by principles of freedom of speech, applicable state law, or issues of commercial confidentiality. Such a situation could be costly and time-consuming and could distract our management from growing our business. Even if such allegations are ultimately proven to be groundless, allegations against us could severely impact our business operations and shareholders' equity, and any investment in our Class A ordinary shares or the ADSs could be greatly reduced or rendered worthless.

***We are subject to risks associated with class action suits, which may be expensive and could divert management attention.***

Shareholders of public companies have often brought securities class action suits against companies following periods of instability in the market price of their securities. For example, our company and certain of our directors and officers were named as defendants in a putative securities class action filed in the United States following the issuance of the December 16, 2021 Muddy Waters report. See "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings" for more information. We cannot predict the timing, outcome or consequences of such class action, and we are currently unable to estimate the potential loss, if any, associated with the resolution of such action. There can be no assurance that we will be able to prevail in our defense, and we may decide to settle the class action on unfavorable terms. In the event we do not prevail or we enter into settlement arrangements in the proceeding, we may incur significant expenses, which may materially and adversely affect our financial condition and results of operations. In addition, there can be no assurance that our insurance carriers will cover all or part of the defense costs, or any liabilities that may arise from these matters.

We may continue to be the target of securities litigation in the future. Regardless of the outcome, any securities litigation against us, such as a class action lawsuit, could result in substantial costs and divert our management's attention from other business concerns, and, if adversely determined, could have a material adverse effect on our business, financial condition and results of operations.

***You should primarily rely on price appreciation of our Class A ordinary shares and/or ADSs for return on your investment.***

We currently intend to retain a majority of our available funds and any future earnings to fund the development and growth of our business. Although we distributed dividends in the past, we cannot assure you that dividend will continue at current levels or grow. If we fail to meet expectations related to future dividends, the price of our stock may decline, which could have a material adverse impact on the investors.



Our board of directors has complete discretion as to whether to distribute dividends, subject to certain requirements of Cayman Islands law. 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 out of either profit or 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. If our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on 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 Class A ordinary shares or ADSs will likely depend largely upon any future price appreciation of our Class A ordinary shares or ADSs. There is no guarantee that our Class A ordinary shares or ADSs will appreciate in value or even maintain the price at which you purchased the securities. You may not realize a return on your investment in our securities and you may even lose your entire investment.

***Substantial future sales or perceived potential sales of our Class A ordinary shares or the ADSs in the public market could cause the price of our Class A ordinary shares or the ADSs to decline.***

Sales of our Class A ordinary shares or the ADSs in the public market, or the perception that these sales could occur, could cause the market price of our Class A ordinary shares or the ADSs to decline. Shares held by our existing shareholders may be available for sale, subject to volume and other restrictions as applicable provided in Rules 144 and 701 under the Securities Act of 1933, or the Securities Act. We cannot predict what effect, if any, market sales of securities held by our significant shareholders or any other shareholder or the availability of these securities for future sale will have on the market price of our Class A ordinary shares or the ADSs.

***Our currently effective memorandum and articles of association give us power to take certain actions that could discourage a third party from acquiring us, which could limit our shareholders' opportunity to sell their shares, including Class A ordinary shares and ADS, at a premium.***

Our currently effective memorandum and articles of association contain provisions to limit the ability of others to acquire control of our company or cause us to engage in change-of-control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. Subject to the conditions that: (i) it is in compliance with the Hong Kong Listing Rules and the Codes on Takeovers and Mergers and Share Buy-backs; (ii) no new class of shares with voting rights superior to our Class A ordinary shares will be created; and (iii) any variations in the relative rights as between the different classes of our shares will not result in creating a new class of shares with voting rights superior to our Class A ordinary shares, our directors may issue from time to time, out of the authorised share capital of the Company (other than the authorised but unissued ordinary shares), series of preferred shares in their absolute discretion and without approval of our shareholders; provided, however, before any preferred shares of any such series are issued, our directors shall by resolution of directors determine, with respect to any series of preferred shares, the terms and rights of that series. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. Our board of directors may also issue Class A ordinary shares out of the authorised but unissued Class A ordinary shares in their absolute discretion and without approval of our shareholders, subject to the grant of a general mandate for such issuance by our shareholders from time to time. If our board of directors decides to issue preferred shares or additional Class A ordinary shares, the price of our Class A ordinary shares or ADSs may fall and the voting and other rights of the holders of our Class A ordinary shares and ADSs may be materially and adversely affected.

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

Holders of ADSs do not have the same rights as our registered shareholders. As a holder of ADSs, you will not have any direct right to attend general meetings of our shareholders or to cast any votes at such meetings. You will only be able to exercise the voting rights attached 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. Where any matter is to be put to a vote at a general meeting, then upon receipt of your voting instructions, the depositary will try, as far as is practicable, to vote the underlying Class A ordinary shares represented by your ADSs in accordance with your instructions. You will not be able to directly exercise your right to vote with respect to the underlying Class A ordinary shares unless you cancel and withdraw the shares and become the registered holder of such shares prior to the record date for the general meeting.

When a general meeting is convened, you may not receive sufficient advance notice of the meeting to withdraw the Class A ordinary shares represented by your ADSs and become the registered holder of such shares to allow you to attend the general meeting and to vote directly with respect to any specific matter or resolution to be considered and voted upon at the general meeting. In addition, under our currently effective 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 underlying Class A ordinary shares represented by your ADSs and from 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, upon our instruction the depositary will notify you of the upcoming vote and will arrange to deliver our voting materials to you. We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the underlying Class A ordinary shares represented by your ADSs.

In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to direct how the underlying Class A ordinary shares represented by your ADSs are voted and you may have no legal remedy if the underlying Class A ordinary shares represented by your ADSs 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.

Under the deposit agreement, if no voting instruction from you is received, the depositary may give us a discretionary proxy to vote the Class A ordinary shares underlying the ADSs at shareholders' meetings if we have timely provided the depositary with notice of meeting and related voting materials and (i) we have instructed the depositary that we wish a discretionary proxy to be given, (ii) we have informed the depositary that there is no substantial opposition as to a matter to be voted on at the meeting, and (iii) a matter to be voted on at the meeting would not have a material adverse impact on shareholders.

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 adversely affect your interests and make it more difficult for ADS holders to influence the management of our company. Holders of our Class A ordinary shares are not subject to this discretionary proxy.

***Transfer of our ADSs is subject to limitations.***

Our ADSs are transferable on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depositary may close its books from time to time, including without limitation in connection with corporate action events, in emergencies, and on weekends and public holidays. The depositary may refuse to deliver, transfer or register transfers of the ADSs generally when our share register or the books of the depositary are closed, or at any time if we or the depositary thinks it is 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.

***You may experience dilution of your holdings due to inability to participate in rights offerings.***

We may, from time to time, distribute rights to our shareholders, including rights to acquire securities. Under the deposit agreement, the depositary will not distribute rights to holders of ADSs unless the distribution and sale of rights and the securities to which these rights relate are either exempt from registration under the Securities Act with respect to all holders of ADSs, or are registered under the provisions of the Securities Act. The depositary may, but is not required to, attempt to sell these undistributed rights to third parties, and may allow the rights to lapse. We may be unable to establish an exemption from registration under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to endeavor to have a registration statement declared effective. Accordingly, holders of ADSs may be unable to participate in our rights offerings and may experience dilution of their holdings as a result.

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

We are an exempted company incorporated under the laws of the Cayman Islands. Our corporate affairs are governed by our currently effective memorandum and articles of association, the Companies Act (As Revised) of the Cayman Islands, which we refer to as the Companies Act, and the common law of the Cayman Islands. The rights of shareholders to take action against our directors, actions by our minority shareholders and the fiduciary duties of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in Hong Kong or some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws than Hong Kong or the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, with respect to Cayman Islands companies, plaintiffs may face special obstacles, including but not limited to those relating to jurisdiction and standing, in attempting to assert derivative claims in a Hong Kong court or state or federal courts of the United States.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records (except for our memorandum and articles of association and our register of mortgages and charges) or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our currently effective memorandum and articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

As a result of all of the above, our public shareholders may have difficulties in protecting their interests in the face of actions taken by management, members of our board of directors or controlling shareholders than they would as public shareholders of a company incorporated in Hong Kong and/or the United States. For a discussion of significant differences between the provisions of the Companies Act and the laws applicable to companies incorporated in the United States and their shareholders, see “Item 10. Additional Information—B. Memorandum and Articles of Association—Differences in Corporate Law.”

***Your rights to pursue claims arising under the deposit agreement are limited by the terms of the deposit agreement.***

The deposit agreement governing the ADSs representing our Class A ordinary shares provides that, subject to the right to require a claim to be settled by arbitration, ADS holders waive the right to a jury trial of any claim they may have against us or the depository arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws, to the fullest extent permitted by law.

If we or the depository opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement, by a federal or state court in the City of New York, which has non-exclusive jurisdiction over matters arising under the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waive the right to a jury trial. We believe that this is the case with respect to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before entering into the deposit agreement.

If you or any other owners or holders of ADSs bring a claim against us or the depository in connection with matters arising under the deposit agreement or the ADSs, including claims under federal securities laws, you or such other owners or holders may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against us or the depository. If a lawsuit is brought against us or the depository under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in any such action.

Nevertheless, if this jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the deposit agreement with a jury trial. No condition, stipulation or provision of the deposit agreement or ADSs serves as a waiver by any owner or holder of ADSs or by us or the depository of compliance with any substantive provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.

The deposit agreement also provides that ADS holders and the depository have the right to elect to have any claim against us arising out of or relating to our Class A ordinary shares, ADSs, ADRs or the deposit agreement settled by arbitration in New York, New York rather than in a court of law, and to have any judgment rendered by the arbitrators entered in any court having jurisdiction. The arbitral tribunal in any such arbitration would not have the authority to award any consequential, special, or punitive damages or other damages not measured by the prevailing party's actual damages and may not make any ruling, finding or award that does not conform to the provisions of the deposit agreement. The deposit agreement does not give us the right to require that any claim, whether brought by us or against us, be arbitrated. The optional arbitration provision does not apply to claims under federal securities laws or claims other than in connection with our initial public offering or public offering of ADSs in November 2020.

***As an exempted 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 NYSE listing standards.***

As a Cayman Islands exempted company listed on the NYSE, we are subject to the NYSE listing standards, which require listed companies to have, among other things, a majority of their board members to be independent and independent director oversight of executive compensation and nomination of directors. However, NYSE rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the NYSE listing standards.

We are permitted to elect to rely on home country practice to be exempted from the corporate governance requirements. Pursuant to the NYSE Listed Company Manual, a company listed on the NYSE must have a majority of independent directors, and a nominating/corporate governance committee composed entirely of independent directors. We currently follow our home country practice in lieu of those requirements. In January 2022, our board of directors approved the 2022 Share Incentive Plan, which became effective in May 2022. We followed our home country practice and did not convene a shareholder meeting to approve the 2022 Share Incentive Plan as required by the NYSE Listed Company Manual. In addition, we followed our home country practice and did not convene a shareholder meeting to approve the issuance of the restricted shares granted to Mr. PENG Yongdong and Mr. SHAN Yigang pursuant to the 2022 Share Incentive Plan as required by the NYSE Listed Company Manual. If we choose to follow home country practice in the future, our shareholders may be afforded less protection than they would otherwise enjoy if we complied fully with the NYSE listing standards.

***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 Securities Exchange Act of 1934, or 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 non-public 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 intend to continue to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the NYSE. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

***There can be no assurance that we will not be a passive foreign investment company for U.S. federal income tax purposes for any taxable year, which could result in adverse U.S. federal income tax consequences to U.S. holders of the ADSs or our Class A ordinary shares.***

A non-U.S. corporation, such as our company will be considered a passive foreign investment company, or PFIC, for any taxable year if either (i) at least 75% of its gross income is passive income or (ii) at least 50% of the value of its assets (generally based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income. Although the law in this regard is not entirely clear, we treat the consolidated VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because, in accordance with contractual arrangements, we control their management decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we have a “controlling financial interest” in the VIEs (as defined in FASB ASC 810), and we are considered the primary beneficiary of the VIEs for accounting purposes. We therefore consolidate their results of operations in the consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of the consolidated VIEs and their subsidiaries for U.S. federal income tax purposes, we would likely be treated as a PFIC for the current taxable year and any subsequent taxable year.

Assuming that we are the owner of the consolidated VIEs and their subsidiaries for U.S. federal income tax purposes and based on the current and anticipated value of our assets and the composition of our income and assets, including goodwill and unbooked intangibles, it is uncertain whether we were a PFIC for our taxable year ending 31, 2023, or will be a PFIC for the current or any future taxable year. No assurance can be given in this regard because the determination of whether we will be or become a PFIC is a factual determination made annually that will depend, in part, upon the composition of our income and assets and the value of our assets.

Fluctuations in the market price of the Class A ordinary shares or the ADSs may cause us to be or become a PFIC for the current or future taxable years because the value of our assets for purposes of the asset test, including the value of our goodwill and unbooked intangibles, may be determined by reference to the market price of the Class A ordinary shares or the ADSs from time to time (which may be volatile). In light of recent declines in the market price of our ADSs, our risk of becoming a PFIC has increased. The market price of our Class A ordinary shares or the ADSs may continue to fluctuate considerably and, consequently, we cannot assure you of our PFIC status for any taxable year. Furthermore, the composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets. Under circumstances where our revenue from activities that produce passive income significantly increases relative to our revenue from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming a PFIC may substantially increase. Additionally, it is possible that the Internal Revenue Service may challenge our classification of certain items of income, assets and liabilities, which may result in our company being or becoming a PFIC.

If we are treated as a PFIC for any taxable year during which a U.S. investor held an ADS or a Class A ordinary share, certain adverse U.S. federal income tax consequences could apply to the U.S. Holder. See “Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Considerations” and “Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Rules.”

#### **Item 4. Information on the Company**

##### **A. History and Development of the Company**

We commenced operations in 2001 through Beijing Lianjia, which was founded in September 2001 by Mr. ZUO Hui, our founder and permanent chairman emeritus. Beijing Lianjia and its subsidiaries developed various businesses over time and expanded nationwide in China. From November 2016 to January 2017, we restructured Yiju Taihe, which was originally a subsidiary of Beijing Lianjia and operated the financial service business, to mirror the holding structure substantially identical to that of Beijing Lianjia. In November 2017, we incorporated Tianjin Xiaowu to conduct operations related to value-added telecommunication services.

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Along with the launch of our *Beike* platform, we incorporated KE Holdings Inc. in the Cayman Islands in July 2018 as our holding company. From July 2018 to June 2019, KE Holdings Inc. established a series of intermediary holding entities which directly or indirectly hold the equity interests in Beike (Tianjin) Investment Co., Ltd., Jinbei (Tianjin) Technology Co., Ltd., Beike Jinke (Tianjin) Technology Co., Ltd., and Beike (China) Investment Holdings Limited, all of which are our wholly-owned PRC subsidiaries. Through a series of transactions, most of the original subsidiaries and all of operating branches of Beijing Lianjia have become wholly-owned by the applicable WFOEs and our other PRC subsidiaries.

As part of the reorganization, most of the shareholders of Beijing Lianjia and Yiju Taihe or such shareholders' affiliates subscribed for ordinary shares, Series B and C convertible redeemable preferred shares of KE Holdings Inc., as applicable, substantially in proportion to their respective equity interests in Beijing Lianjia and Yiju Taihe prior to the reorganization. Further, through a series of reorganization transactions and contractual arrangements, KE Holdings Inc. directs activities of Beijing Lianjia, Yiju Taihe and Tianjin Xiaowu that most significantly affect their economic performance, and receive economic benefits from them that could be significant to them.

In July 2020, we effected a 5-for-1 share subdivision, following which each of our issued and unissued ordinary shares and preferred shares was subdivided into five ordinary shares and preferred shares, respectively.

On August 13, 2020, our ADSs commenced trading on the NYSE under the symbol "BEKE." We raised, from our initial public offering and from the underwriters' full exercise of option to purchase additional ADSs, approximately US\$2,359 million in net proceeds after deducting underwriting commissions and the offering expenses payable by us.

In November 2020, we completed a registered follow-on public offering of our ADSs, raising approximately US\$2,323 million in net proceeds after deducting underwriting commissions and discounts and the offering expenses payable by us, upon the underwriters' full exercise of option to purchase additional ADSs.

In July 2021, we entered into a definitive agreement with Shengdu and all of its existing shareholders and subsidiaries, pursuant to which we agreed to acquire 100% equity interest in Shengdu, subject to a staggered acquisition arrangement and customary closing conditions, including regulatory approvals. In April 2022, we entered into an amended and restated framework purchase agreement with Shengdu and its shareholders, pursuant to which the aggregate consideration for the acquisition is RMB3.92 billion in cash and 44,315,854 of our Class A ordinary shares in equity. The acquisition was closed on April 20, 2022.

On May 11, 2022, our Class A ordinary shares commenced trading, by way of introduction, on the Main Board of the Hong Kong Stock Exchange under the stock code "2423." The Class A ordinary shares listed on the Main Board of the Hong Kong Stock Exchange are fully fungible with the ADSs listed on the NYSE.

Due to the restrictions imposed by PRC laws and regulations on foreign ownership of companies engaged in value-added telecommunication services and certain financial businesses, our WFOEs entered into a series of contractual arrangements, as amended and restated, with the VIEs, through which we direct activities of the VIEs that most significantly affect the economic performance of the VIEs and receive economic benefits from the VIEs that could be significant to the VIEs. As a result, we are regarded as the primary beneficiary of the VIEs and their subsidiaries for accounting purposes, and we have consolidated the financial results of the VIEs and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. For more details and risks related to the variable interest entity structure, please see "—C. Organizational Structure—Contractual Arrangements with the VIEs and Their Shareholders" and "Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure."

Our principal executive offices are located at Oriental Electronic Technology Building, No. 2 Chuangye Road, Haidian District, Beijing 100086, People's Republic of China. Our telephone number at this address is +86 10 5810 4689. Our registered office in the Cayman Islands is located at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands. Our agent for service of process in the United States is Cogency Global Inc., located at 122 East 42nd Street, 18th Floor, New York, NY 10168.

SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC on [www.sec.gov](http://www.sec.gov). You can also find information on [investors.ke.com](http://investors.ke.com). The information contained on our website is not a part of this annual report.



## **B. Business Overview**

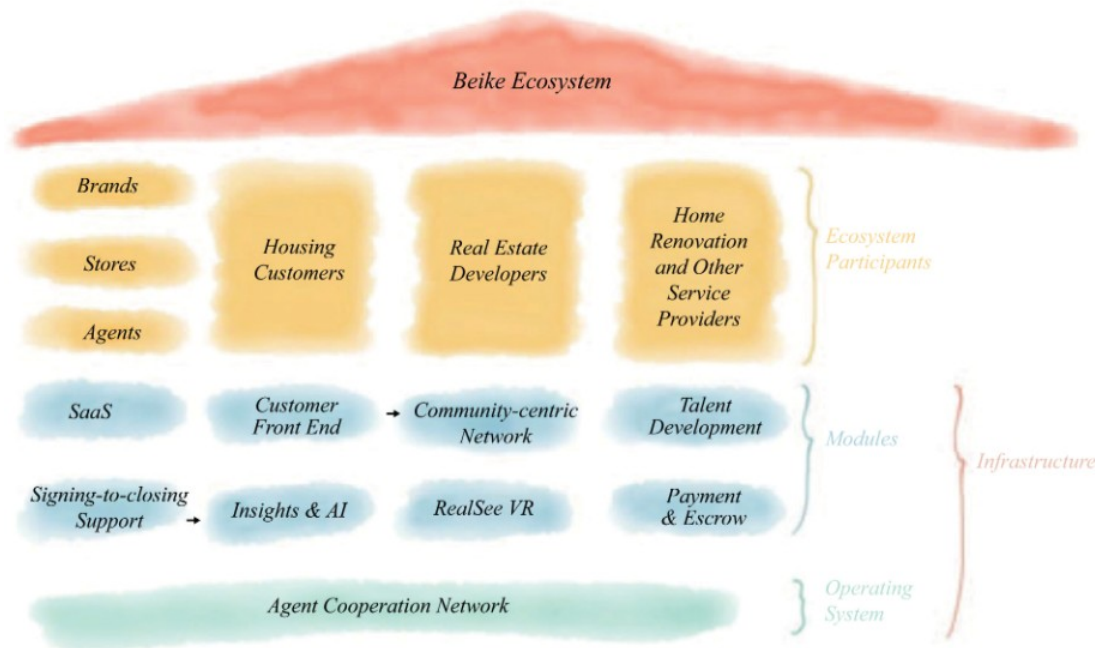
Beike is the leading integrated online and offline platform for housing transactions and services. We are a pioneer in building the infrastructure and standards to reinvent how service providers and customers efficiently navigate and complete housing transactions and services in China, ranging from existing and new home sales, home rentals, to home renovation and furnishing, and other services. We believe our proactive engagement with platform participants both online and offline enables us to know them better and serve them better. In 2023, we facilitated approximately 4.4 million housing transactions on our platform, and we recorded an aggregate GTV of RMB3,142.9 billion (US\$442.7 billion).

We own and operate *Lianjia*, China's leading real estate brokerage brand in respect of service quality and an integral part of our *Beike* platform. We believe the success and proven track record of *Lianjia* pave the way for us to build the industry infrastructure and standards and drive the rapid and sustainable growth of Beike. We have over 22 years of operating experience through *Lianjia* since our inception in 2001. Such extensive industry experience has provided us with distinct insights into markets, business conditions and customer needs, which we believe are critical for us to offer effective solutions, expand market footprint and capture adjacent opportunities.

### **Our Platform**

We launched our *Beike* platform in 2018. Today, Beike is the leading integrated online and offline platform for housing transactions and services. We are a pioneer in building the infrastructure and standards to reinvent how service providers and customers efficiently navigate and complete housing transactions and services, ranging from existing and new home sales, home rentals, to home renovation and furnishing, and other services in China. We believe the success of *Lianjia*, China's leading real estate brokerage brand in respect of service quality which we own and operate on our platform, paves the way for us to build the infrastructure and standards, and support the rapid growth of Beike. We implemented through *Lianjia*'s large network of stores a series of industry "firsts" over the years, including fostering agent collaborations for shared success through our ACN, building a "*Housing Dictionary*," promoting authentic property listings, and leveraging technology to digitalize and standardize processes. These efforts have ultimately resulted in *Lianjia*'s industry-leading service quality and efficiency, making it a trusted household name. More importantly, *Lianjia* has laid the foundation for our infrastructure with ACN, operational know-how, and technology systems that seamlessly integrate our online and offline network that has proven to work at a large scale. We horizontally extended the core competencies of *Lianjia* to the *Beike* platform in 2018 so that we can help hundreds of real estate brokerage brands, including *Lianjia*, and their affiliated stores and agents to succeed. Meanwhile, we created an even more scalable infrastructure by a series of efforts, including digitalizing and standardizing three key components, namely, technology, transaction process and service quality to specifically address the challenges facing our industry.

Below is a diagram illustrating the composition and structure of our platform:



Our *Beike* platform is an open platform for participants in the housing related industry and ecosystem. It enables housing customers, including home buyers, home sellers, landlords and tenants, to enjoy smooth housing transactions and services with high-quality real estate brokerage brands, stores, agents, and home renovation and other service providers. Our platform serves as an innovative sales channel for real estate developers and also enables other ecosystem participants such as home renovation service providers to benefit from our technology and extensive customer and agent base. The foundation of our platform is ACN, through which we streamline the entire housing transaction process by promoting collaborations among brokerage brands, stores and agents, standardizing authentic property listings and applying a series of cooperation rules. We also offer various service modules to our ecosystem participants, which, along with ACN, form the scalable infrastructure applicable and beneficial to the whole industry. These modules include SaaS systems, customer front end, community-centric network, technology applications, training and recruiting programs and transaction service centers.

Our service offerings to ecosystem participants mainly include:

- To housing customers:* As the leading housing transactions and services platform, we provide comprehensive services to satisfy the evolving needs of customers. These services primarily belong to four categories: (1) brokerage services relating to existing home sales and home rentals, and marketing services relating to new home sales; (2) signing-to-closing support that include contract service, secure payment, escrow, among other things; (3) home renovation and furnishing services; and (4) home rental services. Together with the brokerage brands, stores, agents and other service providers, we provide housing customers with access to the largest authentic property listing inventory in China and handhold our customers throughout various phases of home ownership lifecycle and other residential services professionally and efficiently.
- To brokerage brands, stores and agents:* Our infrastructure is open to all real estate brokerage brands, stores and agents joining our platform. We provide primarily two categories of services to the brands, stores and agents on our platform: (1) platform services, to enable the brokerage service providers on our platform to conduct automatic role-based commission allocation and use our infrastructure and its different modules in a collaborative manner, including SaaS, technology, training and recruiting, signing-to-closing service, among other things; and (2) branding services, which allow small brokerage stores to join reputable brokerage brands and benefit from better quality control and lead conversion.

- *To real estate developers:* Leveraging our established infrastructure and a broad base of housing customers, our platform is able to act as a powerful sales channel for new home projects, thereby reconstructing the value chain and transforming the way real estate developers discover and interact with home buyers. We primarily offer comprehensive sales and marketing solutions to real estate developers that include channel marketing, sales planning, reception services, online marketing as well as innovative tools.
- *To home renovation and other service providers:* Leveraging our digital transformation capability, we constantly digitalize the workflow of home renovation and furnishing and other services, and restructure the process to improve operational efficiency. With all these efforts, we aim to standardize the process and integrate the refined industry practices and solutions into SaaS in order to better empower home renovation and other service providers.

We have four main revenue streams, namely existing home transaction services, new home transaction services, home renovation and furnishing, and emerging and other services. For existing home transaction services, we generate revenues (i) from our own *Lianjia* brand where we charge commissions for existing home sales and home rentals, and split of commissions from other brokerage firms that operate brokerage stores on our *Beike* platform in collaboration with *Lianjia* agents to complete transactions, (ii) from brokerage firms which own and operate brokerage stores on our *Beike* platform where we receive platform service fees, and those under our franchise brands such as *Deyou* to which we charge an additional franchise fee, and (iii) by providing other value-added services including transaction closing services, field work assistance such as on-site verification, agent recruiting and training services. For new home transaction services, we recognize revenues from sales commissions charged to real estate developers. For home renovation and furnishing, we generate revenues by providing renovation and furnishing services to customers. In addition, we generate revenues from a variety of other housing related services, including financial services and other newly developed businesses, such as our rental property management services.

As we become a more trusted platform and the relationship between our agents and housing customers deepens, we are able to extend to other service verticals that are incidental to home ownership and other ecosystem participants. We endeavor to provide one-stop solutions that address customers' demands along the residential lifecycle, and we plan to further expand our service offerings and amplify the network effect of our ecosystem.

#### **Agent Cooperation Network (ACN)**

At the core of our infrastructure is ACN, an operating system that not only fosters reciprocity and bonding among various service providers, but also enables them to enhance service efficiency and customer experience through collaborative efforts and commission allocation. We designed our ACN to radically solve the underlying challenges faced by our industry. It serves as the operating system on *Beike* platform that consists of protocols and practices to specify roles in cooperative housing transactions and prescribe agents' rights and obligations through commission allocation mechanism. Through ACN, we standardize authentic property listings, promote efficient cooperation and orderly competition among agents, streamline the whole transaction process, and enable agents to be more specialized in a transaction process and knowledgeable in a particular region. Built on our profound understanding of China's housing related industry and goodwill accumulated throughout our over 22-year operation of *Lianjia*, ACN has transformed the housing transactions and services industry in China through the following three reinventions: (i) fostering information and resource sharing among service providers to demolish the walls among isolated information islands, (ii) assigning cooperative roles of agents to achieve cross-store and cross-brand collaboration, and (iii) creating a professional network for agents, stores, brands and other service providers to get connected and engaged on the platform.

#### **Agent Cooperation and Operational Rules**

We actively promote agent cooperation on our platform to enhance efficiency of the housing transactions and services industry. We partition a complete existing home transaction, including existing home sales and rentals, into different steps and allow multiple agents cross-brand and cross-store to cooperate in one transaction and share commissions based on their roles, through which the agents can become more specialized in their roles. In 2023, approximately 74% of the existing home sales completed on the *Beike* platform involve cross-store collaborations following our ACN.

Our ACN encourages connection and collective work in conducting housing transactions by agents from both buy side and sell side on our platform. A home buyer's initiating agent can choose to cooperate with other buy-side agents who have more relevant transaction expertise or resources, and share commissions with the agent who closes the transaction. Under ACN, commission is allocated automatically based on agents' various roles in a housing transaction, and is not based on negotiations among agents.

Through role partition and commission allocation, we make sure that agents are fairly compensated for work they have done to facilitate a successful transaction, and thereby foster a healthy yet competitive working environment. More importantly, agents who are less experienced are incentivized to learn and accumulate expertise by taking relatively easy roles in more transactions and be compensated.

To protect property information and promote healthy competition among sell-side agents, we encourage the agents to focus on the properties and foster their insights in the nearby community based on geographic areas and their own strengths so that agents can become experts of the properties in their vicinity. A brokerage store has the right to manage existing home listings in vicinity of the store and act as sell-side agents for those listings. For buy-side agents, if their customers have intentions to buy homes in other regions, they can obtain a portion of the commission on completed transactions by recommending their housing customers to agents in the desired regions.

### ***Platform Governance Mechanisms***

We implement detailed rules to incentivize agents to follow our ACN protocols and stick to the high standards of professionalism in service delivery, and offer them privileged access if they perform well. We have implemented platform governance mechanisms to encourage compliance with our ACN protocols such as *Beike score* which indicates the agent's performance and service quality to encourage more proactive cooperation and behaviors on our platform.

We constantly make efforts to improve business conducts governance. For existing home transaction services, we create an integrated online and offline governance mechanism that involves inspection by store owners and platform supervision. The mechanism empowers us to effectively identify violations, such as off-platform transactions and customer poaching, and rectify problems in time, creating a more secure environment for real estate agents. For new home transaction services, we promote joint promises with new home developers to avoid customer information leakage, customer poaching and other violations. With all of these together, we aim to enhance the sense of security during agents' operations.

### ***Authentic Property Listings***

We believe that authentic property listing is the foundation of agent cooperation as effective collaboration among agents require valid and reliable listing information. Authentic property listing encourages information transparency and trust from housing customers, increases agents' operating efficiency, enhances transaction experience, and strengthens our brand image. We monitor and verify the authenticity of property listings on our platform and timely update or delete unqualified listings through customer callback, physical visits and AI. As of December 31, 2023, we had approximately 5.69 million authentic property listings for existing home sales.

### **Modules in Our Infrastructure**

Based on our ACN, we have been constantly innovating and building various modules to supplement our infrastructure that serves participants on our platform, such as agents, brokerage stores and brands, housing customers, real estate developers and home renovation and other service providers. Examples of modules include SaaS systems for agents and store managers, *Beike* front end for housing customers, AI technology and applications as the foundation of our platform, virtual reality technology that benefits agents, housing customers and real estate developers, community-centric network that serves housing customers offline, payment solutions tied to electronic wallets that enable secure online and offline transactions, transaction service centers that streamline the transaction process for agents and housing customers, title clearance and escrow services that effectively help with closing, as well as agent development and recruiting services for agents and store managers. Together with ACN, these modules form integral parts of our infrastructure supporting various phases of housing transactions and services offered on our platform.

### ***SaaS Systems***

We provide various SaaS systems to our ecosystem participants. We empower agents and brokerage stores through our SaaS systems, which incorporate the cooperation mechanisms that we envision in ACN and many other tools and functions relating to housing transactions and services. We implement *A+ SaaS system* for connected brokerage stores and agents and *Link SaaS system* for *Lianjia* personnel. *Link SaaS system* includes functional support for our internal operation and is otherwise substantially the same with *A+ SaaS system*. Assisted by the SaaS systems in their day-to-day work, agents and store managers can seamlessly follow our digitalized and standardized housing transaction process. Agents and store managers can access the cloud-based SaaS systems conveniently through desktop application, website, or mobile application. We also provide SaaS systems for home renovation service providers. See “— Home Renovation and Furnishing Services—*Home SaaS* for Renovation and Furnishing.”

### ***Beike Customer Front End***

Our *Beike* customer front end, including *ke.com* website, *Beike* apps, *Beike* Weixin Mini Programs, offers customers relevant housing transactions and services resources and guide them along their journey to make an informed housing transactions and services decision.

We believe that the authentic and extensive property listings on our platform form the foundation for high-quality customer services and successful transactions. Housing customers can easily access abundant existing and new home listings and rental listings through our *ke.com* website, *Beike* apps, and *Beike* Weixin Mini Programs. Property listings can be filtered by neighborhood, price, number of rooms, floor area and other attributes.

For existing home listings, customers can view visual presentations including virtual reality or pictures, floor plans, certificate of the brokerage store, comments from agents on the listing and past transaction history in the same neighborhood. For new home projects, we provide an introduction to floor plans offered by the projects, updates relating to the sales, comments from agents and discussion among other housing customers. For rental listings, we also provide visual presentations including virtual reality or pictures and specify facilities and furniture provided by the landlord and details of rent, commission and deposit. Particularly, customers can view introduction to rental services, service fees, available move-in dates and other information for our *Carefree Rent* business. We include neighborhood information extracted from our *Housing Dictionary*, such as transportation, education, healthcare and entertainment resources and other services, so that housing customers can take these into consideration. We also provide consumers with short videos introducing existing home listings, neighborhoods and new home projects and offer live streaming for users to elaborate on those topics, aligning with their consumption preferences for such content. In addition, we provide services such as property valuation, market information, online listings, and asset management for homeowners, strengthening the connection and interactions between the platform and homeowners.

We display information of agents under property listings and customers may initiate inquiries through instant messaging or phone calls with one click. We have built individual profiles for agents so that customers can view the agents' names and titles, employment history, transaction records, awards, and ratings and reviews from past customers. In addition, we display *Beike score* of the agents and percentile on our platform, which generally represents service quality of the agents. Capitalizing on the large agent base on our platform, we are able to serve housing customers in a timely and efficient manner.

For home renovation and furnishing services, we provide a variety of tools and services on our customer front end to help customers quickly calculate renovation quotations, find design examples, designers, and renovation packages that they desire, assisting customers in making decisions. Our home design product *Sheniu* also supports one-click generation of various style renderings, helping customers realize their home ideas and improve communication efficiency between customers and service providers.

### ***Our Community-centric Network***

Property transactions are generally high in value and involve high-risk, which requires substantial information analysis and research prior to consummation. Unlike a click-and-buy product, every residential property is unique in various aspects, such as location, property features, conditions and age, resulting in different values. Convenient accessibility and abundant local insights and knowledge on the community often carry heavy weights when housing customers select real estate brokerage agents in housing transactions. Furthermore, as China is a populous country, residential communities with high population density are prevalent in urban areas. Focusing on community outreach and engagement, community-centric network serves as convenient access points for local walk-in housing customers and as tangible offline touchpoints of our platform.

Our extensive network allows our platform to amass housing information offline and gain local insights in customer needs and property features. The connections between customers and agents through our online platform allow customers to quickly find stores and agents offline for speedy, efficient and convenient delivery of local service. In addition, the supporting tools available on our platform empowers store managers to build and manage larger teams of agents and increase operational efficiency at store level, solidifying our advantages as an integrated online and offline platform. As each store functions as a working unit, where store managers perform managerial functions, we are able to maintain operational efficiency as our scale continues to grow.

Our community - centric stores are also becoming an important foundation as we develop our one - stop residential services, including home renovation and furnishing and rental property management services. We empower real estate brokerage agents to become "residential" consultants, transforming them from agents only facilitating housing transactions to experts with consumer insights to facilitate a wide range of residential services.

In recent years, an increasing number of stores on our platform start to offer complimentary convenience services, such as printing, charging, and internet browsing, to community residents. Through these high-frequency interactions, our agents are able to build connections with housing customers, which not only generates effective housing transaction leads, but also positions us well for other housing related services.

### ***Professional Development and Support***

As we believe the success of our platform substantially hinges on the efficiency and service quality of the agents on our platform, we are fully committed to sharing our accumulated industry know-hows with the agents and home renovation and other service providers on our platform through offline trainings and online courses.

We attach great importance to agent training and adopt a comprehensive learning approach that combines online courses, offline training, hands-on tasks, and passing assessments. This multifaceted approach enhances the competency of agents and motivates them to continue to improve and deliver professional services to the customers.

Store owners and managers are essential to the success of brokerage stores. By establishing *Huaqiao Academy* and providing various digitalized tools, we assist them through enhancing their business operations, and continually improving the system for their professional career development.

See also “—Home Renovation and Furnishing Services—AI Showrooms and Smart Construction Sites—Home Renovation and Furnishing Service Provider Empowerment.”

### ***Signing-to-closing Support***

We offer comprehensive signing-to-closing transaction support to our housing customers. These services include contract service, secure payment, escrow, among other things.

### ***Online and Offline Transaction Service Centers***

A housing transaction is typically a stressful exercise that involves many steps and procedural formalities in China, such as submitting purchase agreement to the housing administration, paying taxes to the taxation authority, conducting title transfer and registration of housing ownership with the municipal housing administration, and completing loan application with a bank and/or guarantee services with a guarantee company. These steps often take weeks and involve tens of visits to different locations. To reduce the hassle for both housing customers and agents, we designed a comprehensive set of standard signing procedures that focus on security, and established *Ji Qian/Lucky Sign* as we improve our hardware infrastructure and create the signing system. *Lucky Sign* helps ensure that transactions comply with our standardized procedures and security requirements, and that the process of transaction service is well-documented and evidence-based. Meanwhile, we operate the NTS, our proprietary comprehensive online transaction support system available on *Beike* platform. Through the NTS, housing customers are able to accomplish many necessary transaction steps, such as signing the contracts online and submitting the contracts to the relevant housing administration. The NTS also makes transaction process visible via our apps and websites, which allows customers and agents to monitor various transaction steps and to provide feedbacks and inputs online.

In addition to the comprehensive online transaction support, we have established offline transaction service centers to facilitate housing transactions, helping housing customers and agents transfer property titles and complete administrative procedures seamlessly and effortlessly. We have opened transaction service centers in cities we entered and collaborate with banks, guarantee companies, real estate appraisers, and government agencies and station their personnel on-site. Our transaction support staff are also available to help with various administrative procedures in the transaction service centers. As a result, housing customers and agents are able to complete most steps necessary to close a transaction in our transaction service centers.

Combining the online NTS and the offline administrative support, we believe that our platform makes transactions much easier, saves time and cost, and leads to elevated customer experience.



We also integrated our home renovation and furnishing services into our offline transaction service centers. At selected centers, we have dedicated sales representatives and designers available, allowing customers with needs for home renovation after a property transaction to engage directly with them for prompt assistance. Customers can also easily schedule home measurement appointments, ensuring a convenient and efficient experience with our one-stop residential services.

### ***Payment and Escrow Services***

In 2014, we established eHomePay, an online payment platform providing digital payment processing services in housing transactions. As a licensed online payment platform, eHomePay also creates electronic wallets for participants on our platform. These electronic wallets are instrumental in automated accounting, settlement, and disbursement of funds from customers to real estate brokerage stores and agents.

Also functioning as an escrow service, *eHomePay* solves the trust problem in housing transactions in China where home buyers are concerned with whether the property titles to be received are free of encumbrance after making the payment, and home sellers are unwilling to transfer titles until they receive payment confirmation. The *eHomePay* platform would operate an escrow account to ensure both the buyer and the seller fulfill their obligations. The *eHomePay* platform enhances customer experience and ensures payment security, which in turn strengthens our brand image and attracts more customers to our *Beike* platform. Our *eHomePay* possesses a valid license granted by the People's Bank of China.

### ***Other Modules***

The modules in our infrastructure also include our insights and AI applications, as well as virtual reality and other technologies. See “—Insights and AI Applications” and “—Our Technology and Research and Development—*RealSee* Virtual Reality.”

### **Real Estate Brokerage Brands on Our Platform**

We believe a large and active network of agents, brokerage stores and brokerage brands across China provides a solid foundation for serving a large number of housing customers. As of December 31, 2023, there were over 397,000 active agents and approximately 42,000 community-centric active brokerage stores on our platform, representing 256 real estate brokerage brands. As of December 31, 2023, there were approximately 427,000 agents and approximately 43,800 brokerage stores on our platform. Through the agents, stores and brokerage brands on our platform, we are able to effectively hone local market expertise, generate leads and build relationships with our housing customers.

### ***Lianjia Brand***

We started to operate real estate brokerage business under “*Lianjia*” brand in housing transactions and services industry in 2001 and *Lianjia* has been recognized as “China’s Famous Brand.” Through *Lianjia*, we provide brokerage services to housing customers, offer marketing services to real estate developers for new home sales and extend brokerage business to home rentals. Leveraging our strong online and offline operational capabilities, we implemented through *Lianjia* a series of industry “firsts” and successfully developed rules, operational know-hows, AI and technology systems that resulted in superior service quality and efficiency. For example, *Lianjia* was among the first to propose tripartite agreements in housing transactions, including brokerage service providers as a party to provide full transparency and elevated trust. Housing Dictionary was launched on *Lianjia* in 2008. *Lianjia* pioneered the migration from offline to online through launching *Lianjia.com* in 2010 and building its own Link SaaS system ahead of our peers. *Lianjia* also established the prototype of ACN in 2011, which we tested and refined before rolling out on *Beike*.

*Lianjia* aims to provide highest quality customer services in China and has strived to provide best customer experience. Taking service quality as its priority, *Lianjia* has been improving its customer services and established a comprehensive set of rules and standards accumulated over the past 22 years. Many ACN rules developed during *Lianjia* business operations, including authentic property listings, were compiled to guide *Lianjia* agents. *Lianjia* also pioneers in adopting protocols on service quality, such as service commitments and customer complaint handbooks, which are now standards and rules we aim to apply throughout the entire *Beike* platform.

We screen and recruit high-quality agents on *Lianjia* and train them to provide efficient and professional services to housing customers. *Lianjia* has built a strong and comprehensive agent development program that encompasses campus recruiting, regular examinations, offline training and online courses.

As of December 31, 2023, *Lianjia* had approximately 97,500 active agents and approximately 100,600 agents, and approximately 5,320 active offline brokerage stores and approximately 5,350 brokerage stores across 25 cities in China. As of December 31, 2023, *Lianjia* had over 25,100 and 26,100 active agents, as well as approximately 1,290 and 1,120 active brokerage stores, in Beijing and Shanghai, respectively.

### ***Relationship between Lianjia and Beike***

Capitalizing on our unparalleled industry know-hows and scalable infrastructure that we have established during our operation of *Lianjia*, we established *Beike* platform in 2018 to open our solutions to other qualified brokerage brands, stores and agents. Today, *Lianjia* is the most recognized and influential brand on *Beike* platform.

In cities other than Beijing and Shanghai, many other real estate brokerage brands have joined our platform because of *Lianjia*'s proven track record and industry-leading service quality. Today, *Lianjia* serves as the beacon for other brokerage brands on our platform thanks to its high operational efficiency, top-notch customer services and well-trained agents. *Lianjia* complies with qualifications and rules that we consistently implement on *Beike* platform just like other brokerage brands and is subject to a higher standard in many cases, such as the education level of its agents.

### ***Deyou Brand***

We own Deyou brand, which is offered for connected brokerage stores that seek for the branding effect and access to solutions offered by *Beike* platform. Participating brokerage stores can reduce their operating cost, increase business efficiency and productivity, enhance exposure to updated market news and industry trends, gain access to extensive authentic property listing inventory and gain high-quality customer leads on *Beike* platform. They are able to keep the culture of being a small team while enjoying the full-fledged infrastructure of a tremendous platform and cooperating within our extensive network.

### ***Other Brands***

By sharing our deep industry understanding, operational know-hows, and powerful infrastructure, as well as highly efficient online and offline integration, we help other real estate brokerage brands to grow and succeed. As of December 31, 2023, our platform connected 255 real estate brokerage brands other than *Lianjia*, which operated approximately 36,000 active brokerage stores with approximately 299,500 active agents. As of December 31, 2023, approximately 86% of the existing home listings on our platform were posted by agents affiliated with connected stores, including stores operated by our franchise brand *Deyou*. In 2023, approximately 66% of the GTV of existing and new home transactions on our platform was generated by connected real estate brokerage stores and the sales channels we specifically procured for new home transactions.

We generally enter into cooperation agreements with other brokerage brands. Under these agreements, we offer the brokerage brands access to the authentic property listing inventory and modules on our platform. The brokerage brands, in return, would commit to following our ACN as well as other protocols and practices on the platform and subscribe to an agreed-upon fee structure depending on the depth of cooperation. The cooperation agreements also specifically allocate responsibilities between the brokerage brands and us so that we are not responsible for the lawsuits and disputes arising from the brokerage brands' business activities.

### **Cooperation with Real Estate Developers**

Leveraging our established infrastructure and trust with housing customers, we are able to act as a powerful sales channel for real estate developers. We are favored and trusted by real estate developers to facilitate a large number of new home sales in China. New home sales through our platform generated an aggregate GTV of RMB1,003.0 billion in 2023. While we continue to gain trust and mind share in the new home sales market, our receivable turnover remained healthy at 55 days in 2023, as a result of our robust and comprehensive risk assessment measures. Our accounts receivable turnover days for new home transaction services improved to 43 days in the fourth quarter of 2023, compared to 64 days in the same period of 2022.

We have various cooperation methods with real estate developers. For example, we enter into strategic cooperation with big real estate developers to facilitate the sales of their new home projects. In particular, we vigorously reach corporate-to-corporate collaborations with selected developers, including state-owned developers, to improve the quality of our sales projects and certainty of commission collection. Leveraging our accumulated knowledge and customer insights, we refine the strategies to market and sell new home projects, accelerating sell-through and enhancing our services for developers. We also have local business development teams that directly cooperate with individual new home projects under various cooperation modes.

We focus on risk control and business conduct governance, as well as efficiency and profitability improvement for our new home transaction services. For new home sales facilitated by us, the real estate developers that meet our certain requirements pay us the commission after the home buyer signs the sales and purchase agreement with the real estate developer and makes the down payment. We also speed up commission collection and promote the “Commission in Advance” model. By encouraging developers to pay us in advance so as agents to get their commission earlier, it brings more sense of security to agents and resulted in faster sell-through for real estate developers, achieving an all-win situation. The “Commission in Advance” model accounted for around 53% of net revenues from new home transaction services in the fourth quarter of 2023, up from around 44% in the same period in 2022.

### **Home Renovation and Furnishing Services**

Our home renovation and furnishing services aim to provide a one-stop solution. According to customer needs and preferences, we provide professional services including home design, construction, customized furniture and soft furnishings delivery, as well as post-sales support, to create an ideal and comfortable living space for our customers. The process for our home renovation and furnishing services mainly includes customer acquisition, lead conversion, construction delivery and after-sales maintenance.

We acquire customers through various channels, including offline referrals, online advertising, marketing campaign, and word-of-mouth recommendation from existing clients. The lead conversion process mainly consists of initial communications to understand customer needs, arranging on-site measurements, creating flat design proposals, conducting showroom visits, and finalizing quotations and contract signing. Throughout this process, our designers maintain close communication with customers and conduct multiple showroom visits to ensure the proposed designs and renovation outcomes meet customer expectations.

The construction delivery process comprises basic construction work and main material installation. Basic construction work includes demolition, plumbing and electrical work, masonry and woodworking, and painting. Main material installation mainly includes the fixtures of wooden doors, kitchen cabinets, flooring, switches, sockets, lighting, and bathroom sanitary ware. During this process, project managers, butlers, workers, and inspectors collaborate closely to guarantee high-quality delivery. The after-sales maintenance includes on-site repair services provided by our maintenance personnel following any post-construction issues reported by clients for their homes, as well as the proactive free maintenance service offered by after-sales personnel even in the absence of client reports.

Throughout our entire home renovation and furnishing services, we provide assurance to consumers in terms of quality, construction period, and safety. Simultaneously, our strict customer complaint management ensures high-quality resolution.

### ***Infrastructure Development***

Home renovation and furnishing services entail a long business process chain, involving diverse materials, products, and the coordination of personnel in multiple roles. Infrastructure development plays a crucial role in this process, encompassing digital system construction, supply chain development, and service provider empowerment.

#### *Digital system construction*

We establish and continuously iterate a set of online digital systems that features product data on a unified standard, covers the entire business process, and incorporates a personnel management and evaluation system. The online digital systems include core digital platform Home SaaS, as well as auxiliary systems such as AI showrooms and smart construction sites.

### **Home SaaS**

Home SaaS serves as the core digital platform for our home renovation and furnishing services, comprising several subsystems including the customer sales system, Building Information Modeling, or BIM, system, central control system, construction delivery system, supply chain system, and system for sales of furniture and home furnishings. It also includes a Weixin mini-program that provides customers with full-process digitalized services.

Since 2019, the Home SaaS system has undergone continuous iterations and is currently operational in multiple cities, providing online capabilities for more service providers. In the second half of 2023, we comprehensively upgraded the system to Home SaaS 2.5 and implemented it in Beijing. Home SaaS 2.5 is specifically focused on enhancing the quality and efficiency of our home renovation and furnishing services. By integrating BIM with designer Share Service Center, or SSC, it promotes standardized operational management in design planning, client quotations, and the drafting of construction drawings. Additionally, by unifying scheduling for main materials, providing visibility of material scheduling, and coordinating multi-role process collaboration, it promotes the integration of material delivery.

### AI Showrooms and Smart Construction Sites

AI Showrooms aggregate rich marketing content and services into a mobile app. Using AI Showrooms, agents provide home buyers with renovation case galleries, AI designs, and community design libraries, thereby boosting customers' interest and renovation conversion. We also introduced Smart Construction Sites, employing cameras and other hardware for online monitoring, AI checks, and project timeline management during construction.

#### *Supply chain development*

The construction delivery and customized furniture delivery processes in home renovation and furnishing services involve a variety of materials and products, thereby establishing a robust supply chain system that is essential to ensure transportation timeliness. For customized furniture, we have established and continuously iterated a comprehensive self-operated transport and logistics system and set up self-operated warehouses nationwide to boost storage and delivery efficiency. We also participate in the quality inspection of some customized furniture to ensure the high quality of the products.

#### *Home renovation and furnishing service provider empowerment*

We continuously empower the home renovation and furnishing service providers by helping them enhance their skills and establish professional respect. We constantly refine our training system for various types of home renovation and furnishing service providers, including onboarding integration training and on-the-job training. The onboarding integration training covers cultural indoctrination, craftsmanship standards, system operations, and safety insurance. We also implement a post-training certification mechanism, requiring new service providers to be certified before commencing work. In terms of incentives, we follow a merit-based system, rewarding service providers who have achieved high customer satisfaction and performance rankings with more assignments, thereby increasing their opportunities and income. Additionally, we award honorary titles to service providers who receive customer commendations or make notable contributions to cultivate their awareness of providing excellent service. We place great importance on the safety and welfare of our service providers. We purchase insurance for workers involved in the construction and delivery process, offering them extra peace of mind while they work.

### **Home Rental Services**

Our home rental services involve leasing solutions, rental property management and operation services and rental-related services, with respect to dispersed and centralized properties.

Our dispersed rental property management service *Carefree Rent* aims to provide one-stop property management service to homeowners and comfortable living experience to tenants. We facilitate efficient property leasing for homeowners, which generates stable returns. Throughout the leasing period, we handle a variety of tasks such as maintenance, appliance repair and rent collection, allowing homeowners to enjoy a hassle-free landlord experience. In the meantime, we prioritize the key aspects critical to the well-being and comfort of tenants and continuously enhance our standardized service capabilities. We provide tenants with full life cycle rental services, including pre-move-in home inspections, installation of smart door locks, as well as home cleaning and maintenance. In addition, our dedicated service personnel promptly address tenants' requests, bringing them a worry-free stay.

We establish a professional team for property management and rental services, while continuously upgrading standards for rental home sign-up, maintenance and operational mechanisms, as well as quality services. We aim to transform the scattered rental supply in the market into quality, trustworthy and professionally-managed long-term rental properties.

The home units managed under our *Carefree Rent* grew from 70,000 units at the end of 2022 to over 200,000 at the end of 2023. Our asset operational efficiency is also maintained at a relatively high level. By the end of 2023, the occupancy rate of *Carefree Rent* increased by 6.0 percentage points compared to the end of 2022, reaching 95.1%.

Our centralized apartment management services aim to offer safe and comfortable living space to solve the housing problems of city newcomers and young people, with a total number of home units of more than 10,000 managed at the end of 2023.

### **Insights and AI Applications**

Our platform generates a significant amount of insights from historical property information, interactions on our platform, and transactions that we facilitate. Moreover, given our scale, we have a holistic view of the market, including supply, demand and pricing trends. These valuable insights help us provide customized products and services, match agents with listings, housing customers, and facilitate transactions.

## ***Our Housing Dictionary***

We launched *Housing Dictionary* in 2008 and have been building it for over a decade. It encompasses a wide range of housing related information from the neighborhoods, the communities, the buildings, to the floors and rooms. As of December 31, 2023, our *Housing Dictionary* covered approximately 277 million properties. Agents on our platform can browse information relating to their own cities in *Housing Dictionary* through our SaaS systems. Agents can supply new property information or raise amendment through mobile app, Weixin Mini Programs and other entrances. Through *Housing Dictionary*, we verify the authenticity of property listings, supplement real estate information on our platform and offer property valuation services based on property information and past transaction history.

## ***Artificial Intelligence (AI) Applications***

We have provided some of our AI applications to other ecosystem participants. Examples of the AI applications on our platform include:

- *Intelligent search and prediction.* We use advanced machine learning algorithms such as relevance ranking and click-through-rate prediction to produce high-quality search results. We use deep learning algorithms to intelligently predict the transaction probability of a property listing based on static features and time series features. We also provide valuation services using our proprietary algorithm based on *Housing Dictionary* and extensive transaction history.
- *Smart lead allocation.* When online consultation occurs, we utilize the characteristics of the houses, the historical characteristics of the service provider and the customer preferences to predict the settlement rate for different service providers serving the same customer, and assign the best service provider to the customer to provide consultation, so as to better complete subsequent offline services.
- *Property Promotion System.* We use an intelligent matching system, which is based on deep learning algorithms and utilizes behavioral data characteristics of agent, home listings and home buyers on our platform, to find the more suitable buyers' agents for the listed properties. This helps our sellers' agents to find potential customers and achieve accurately matched housing transactions.
- *Beike's Pick.* We have deployed *Beike's Pick* that recommends high-quality property listings to housing customers based on a rating system that considers factors such as property features, property viewing history, and property showing records. Based on housing customers' profiles, we are able to predict their interests on *Beike's Pick* properties with high accuracy and push the listings to their agents before pushing the listings to corresponding agents, resulting in higher conversion rate. In general, property listings on *Beike's Pick* enjoy more exposure on our platform, resulting in faster transaction decision, shorter transaction period and higher conversion rate.
- *Textual and speech assistant.* We have developed and continue to upgrade our AI Assistant (*Xiaobei*) to provide agents with real-time interactive feedback and training, and offers smart management functions to store owners, thereby increasing transaction efficiency and service quality. We also replicated the technological capabilities into our new initiatives. Service providers for our home renovation and furnishing services can receive online trainings through *Xiaobei* to familiarize themselves with knowledge such as service commitments, standardized processes, and operating procedures.
- *Homeowner maintenance assistant.* We developed a smart assistant tailored for homeowners. It automatically sends service requests, market dynamics, home price reports, service feedback, and other content to homeowners in Weixin groups. The assistant will iterate based on the interaction between the agent and the homeowner in the Weixin group, intelligently feeding back content to the group. The intelligent assistant is an effective path to improve service quality and efficiency. Through pilot testing, we have observed it has a positive impact on enhancing transaction conversions.
- *Sheniu.* We have developed AI generated home design product *Sheniu* which utilizes AI technology to provide customers with a better renovation experience. Designers can quickly generate and switch between various styles of renovation renderings through *Sheniu*, visualizing users' ideas for living environments to enhance communication efficiency between designers and customers. Additionally, customers can also self-service with *Sheniu* generating renovation renderings with just one click based on room pictures or floor plans, efficiently selecting desired renovation styles, and reducing the actual cost of trial and error in renovation.

- *Futurehome renovation system.* We have also developed *Futurehome*, which can generate interactive floor plans with respective home renovation and furnishing design in 3-dimension within minutes. Once the floor plan has been created, our housing customers may walk through and experience the renovation design through rendered high-definition visual presentations, helping them make better decisions.

## **Our Technology and Research and Development**

We aspire to lead the innovations in the new era of China's housing related industry by leveraging our technologies. Our platform is built on a robust cloud-based technology infrastructure with comprehensive functionalities that support the entire lifecycle of housing transactions and services from initial customer acquisition, agent cooperation, lead referrals to property listing management, transaction workflow management, and further to payment, closing management, and other residential services. We have developed our AI technologies specifically to increase business operational efficiency on our platform and of our agents. See “—Insights and AI Applications.” Our platform also provides agents, real estate developers, and housing customers with access to advanced virtual reality options to enrich customer experience.

### ***Research and Development***

We invest substantial resources in research and development to improve our technology, develop new products that are complementary to existing products and find ways to better support agents and other participants on our platform. We spent RMB3,194 million, RMB2,546 million and RMB1,937 million (US\$273 million) in research and development in the years ended December 31, 2021, 2022 and 2023, respectively.

Our research and development team includes engineers that build and maintain our infrastructure, AI algorithm engineers that conduct modeling and algorithm research, security and risk management engineers that focus on cybersecurity and risk control, infrastructure maintenance engineers that maintain the stability of our platform, platform development engineers that develop and implement products and services on our platform, and virtual reality engineers that specialize on *RealSee* virtual reality products.

### ***Technological Infrastructure***

We have developed a secure, efficient and cost-effective cloud-based core system to operate our business. Cloud-based technology allows us to process large amount of complex data in-house, which significantly reduces cost and improves operational efficiency. We currently rely on our six data center rooms, as well as third-party cloud services such as Tencent Cloud, for our computing, storage, bandwidth, content delivery network, backup and other services. The robust technology infrastructure supports instant scaling with great flexibility to support traffic spikes. We have the capability to operate and serve during outbreaks related to servers, cables and power in data center scale or city scale. Even in the extreme hypothetical situation where all core data are deleted, we are able to restore to full service with our multi-layer backup system. As of the date of this annual report, we have not experienced any service outbreak that materially affected our business operation. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—The proper functioning of technologies deployed by our platform is essential to our business. Any failure to maintain the satisfactory performance of our websites, mobile apps and systems could materially and adversely affect our business and reputation.”

### ***RealSee Virtual Reality***

We introduce VR experience to the housing transactions and services industry in China. We started to research on VR technology from as early as 2015 and built our VR lab in early 2016. We believe that the power of VR technology can help agents grow their business, get more housing customers, and deliver top-level services, especially when a growing number of housing customers start their housing transaction journeys by searching properties online. In addition, interactions between agents and housing customers during VR property showing sessions are digitalized and recorded, which can be used for agents' personalized training and skill improvement in a timely manner.

We believe that our *RealSee* VR technology has already been transforming the way the housing transactions and services industry functions. Typically, customers physically visit multiple properties before deciding on the one they want, which is inconvenient, expensive and time consuming. *RealSee* VR technology allows home buyers to virtually visit properties without leaving their couches and move within the properties by clicking on special hotspots in the interface. We offer our housing customers three-dimensional walkthroughs of properties along with on-demand real time explanation from our agents using *Beike* customer front end.



### ***Technology for Financial Solutions***

We have developed cutting-edge technology to power the financial services on our platform. The core of our financial technology lies in our electronic wallets built in *eHomePay*. Capable of handling money transactions with high frequencies and value on our ecosystem, the electronic wallet is essentially a robust system that digitally transfers, clears and settles money in a stringent financial accounting manner.

### **Our Environmental, Social and Governance (ESG) Initiatives**

We believe our continued growth depends on our integration of ESG values into our corporate strategies and operations. With the unprecedented challenges regarding climate change, we have become more active to take on social responsibilities and we will continue to bring innovations to better serve everyone in our society. We are committed to operating on an ethical and compliant basis and elevating service experience through technological innovation. We will continue to promote a diverse and inclusive environment for talents, and pursue environmentally friendly operations following the principles of low carbon economy, thereby contributing to public welfare and helping build a wonderful community.

In April 2024, we released our 2023 ESG report, providing updates on our efforts to facilitate the transformation of China's housing related industry and help its service providers gain dignity and bring customers joyful living experiences, through sound governance and technology innovation. The report details our ESG performance in 2023 in key areas including corporate governance, business ethics, talent development, low-carbon operations and community caring. We acknowledge ourselves as a contributor to the society instead of solely an enterprise. While capturing commercial value, we are committed to long-term benefits and do the right thing even if it's difficult. At the end of 2021, we announced the "One Body, Two Wings" strategic upgrade, which was further upgraded to "One Body, Three Wings" strategy in 2023 to add *Beihaojia* business as a third wing to facilitate supply-side upgrades for new homes. While providing customers with high-quality services ranging from existing and new home sales, home rentals, to home renovation and furnishing to satisfy customers' increasing demand for a better living, we hope to solidify its underlying capabilities and work together with all parties to promote the sustainable development of the industry.

### ***Environmental Sustainability Initiatives***

With an understanding of the impact of climate change to our long-term development, we actively promote environmental sustainability and have put forward a "*Green, Intelligent, Community+*" development strategy. Through technological innovations, we aspire to promote the digitalized economic development following the principles of low carbon economy, tackle the challenges of climate change, and make contributions to global carbon neutrality. Our innovative technologies, such as VR initiatives, help reduce the hassle for offline commutes, and contribute to reduction of greenhouse gas emission associated with transportation. We advocate for green office practices to reduce our carbon footprint and constantly raise the awareness of environmental protection among our employees. For example, we actively promote paperless online contract signing in existing home sales and home rentals, and we broaden the scope to cover home transaction scenarios including online property assessment, online loan issuance and online notarization, and achieved partial paperless in contract signing process of home rental and home renovation and furnishing businesses and store owner agreement signing. In 2023 we have saved around 200 million sheets of paper in 2023 through online contract signing. We also take a series of energy-saving measures to improve energy efficiency for daily operations in our stores, such as promoting energy-efficient appliances and refined management of energy consumption to realize intelligent use of electricity. Our *Huaqiao Academy* was designed, constructed and operated following the green building standards and has received the certificate of Green Building Design Label. The building was designed with an energy-saving rate of 50%, a green space ratio of 30%, and a reusable and recyclable material utilization rate of 6%.

Combined with our "One Body, Three Wings" strategy, in order to shape a good industry ecology and improve our service quality and consumer confidence, we advocate the unified procurement of high-quality decorative materials and construction tools with environmental attributes by us in the building materials selection process to avoid the negative health impacts and environmental impacts that may be caused by harmful home decorative materials and auxiliary materials or high energy-consuming equipment. Meanwhile, the splicing wall panels, assembly decorative panels and assembly wall panels used in the decoration process have respectively obtained the utility model patent certificate and appearance design patent certificate issued by the State Intellectual Property Office, and the formaldehyde content of the products is much lower than the formaldehyde content requirement of the European Union E0 level environmental protection standard for furniture, decoration and other products.

In terms of warehousing and logistics, we continually evaluate the energy consumption efficiency of material inventory and logistics distribution processes, set up designated personnel to monitor warehouse capacity and distribution routes, and calculate the distance between users and warehouses through the material distribution system to evaluate the shortest and most efficient distribution routes, so as to avoid the waste of logistics vehicle capacity and resource use caused by high-frequency long-distance transportation. We also have installed photovoltaic power supply systems on the roofs of warehouses in some cities, and actively evaluated the application of new energy logistics vehicles. We are committed to achieving packaging sustainability. Through technological research and policy formulation, we design proper packaging methods to promote packaging reduction and avoid resource waste caused by secondary packaging. In 2023, through innovative improvements in packaging technology and collaborative efforts with home furnishing factories, we adopted a “direct from manufacturer” model, integrating furniture materials with logistics packaging, thereby reducing secondary packaging in the product packaging process, packaging usage from the source, and resource waste from redundant packaging. Additionally, we have established packaging recycling zones in warehouses to classify and process recycled packaging from stages such as product storage and logistics distribution, reusing packaging that meets recycling standards.

We place great emphasis on addressing climate change, proactively identifying and assessing the potential impact of climate change risks and opportunities on our business. We fully understand that our business operations may have potential impacts on society and the environment. Therefore, we are committed to collaborating with all stakeholders to promote sustainable development and effectively address and mitigate climate change issues. In 2023, we conducted climate change risk identification and analysis work based on the recommendations of the framework by Task Force on Climate-related Financial Disclosures, prioritizing the identification of climate change opportunities related to our business operations. Additionally, we have preliminarily selected climate scenario analysis models covering our main business operations and will further specify and quantify the specific impacts of significant climate-related risks and opportunities for us in applicable climate scenarios. For more details, please refer to the 2023 Beike ESG report. In December 2023, we released our 2023 Beike Carbon Neutrality Target and Action Roadmap Report, outlining our commitments and initiatives towards achieving carbon neutrality in our own operations by 2030. Alongside our commitments in the report to achieving carbon neutrality in our own operations (Scope 1 and 2) by 2030, we also target a 60% reduction in value chain carbon emissions (Scope 3) intensity at our headquarters and our real estate brokerage business and a 30% reduction in our home renovation and furnishing and home rental businesses, using 2022 as the base year.

### ***Social Responsibility Initiatives***

We believe by integrating industrial advantages with community welfare, we are on the right path to promote efficient and sustainable community development. As the leading platform for housing transaction and services, we are able to support our communities through diversified interaction mechanisms and charity activities to meet community needs.

*Elder Care Service.* We initiated an ongoing elder care program where our agents teach seniors in the community to use smart phones through regular workshops and free Q&A sessions. As of December 31, 2023, the program has been established in 60 cities nationwide, providing around 760,000 times of services to the seniors.

*Rural Development.* We are committed to providing charitable contributions to the underserved communities in China, many of which are in rural areas. We hope to leverage the power of our platform to address the living needs of these communities and offer localized and effective solutions. As of December 31, 2023, we have provided more than RMB10 million to support the education of students in rural areas in China. Additionally, we have donated 225 charity libraries with over 630,000 books and contributed to funds that built 14 primary schools in less developed areas in China. Since 2021, we have carried out a series of Beike Station projects, investing funds in eligible villages to support rural revitalization. The investment are used for renovation, construction, and hardcover of Beike Station, to improve the appearance of villages, promote the development of rural tourism industry, and drive local employment and income. By taking the development strategy and distinctive culture of the recipient area into account, the project actively utilizes our advantages in the residential housing sector, to develop unique accommodation. In 2023, we donated more than RMB 6 million to the Beike Station project, vigorously boosted the rural revitalization and created job opportunities in villages. Through the project, we aim to directly drive the increase of employment and income for local residents, and further strengthen the village economy and help consolidate the achievements of poverty alleviation.

In addition to paying attention to the revitalization of rural children's education, Beike actively participates in the revitalization of rural industries, launched the "Agent Agricultural Support Program," and sells agricultural products produced by Beike agents and their immediate relatives through the internal product sales platform of the Beike Service Station. We sort out the types of agricultural products in the agent's home, focus on fruit produce with large backlogs and prioritize specific guidance to the agents and their families by offering advice in the entire process, from product packaging to image display and sales services. We have already launched a number of fruit products through the Agent Agricultural Support Program, and we plan to continually launch more agricultural products produced by Beike agents and their families as the fruits and crops ripen, so that Beike agents' own agricultural products can be distributed nationwide through our business. By the end of 2023, the Agent Agricultural Support Program had helped the sales of a total of 67,500 kilograms of various agricultural products.

*Disaster Relief.* In response to natural disasters, we actively engage in disaster relief efforts to help safeguard people's livelihoods, contributing to post-disaster reconstruction and fulfilling our corporate social responsibility. In July 2023, several areas including Zhuozhou in Hebei Province experienced flooding, with some residents unable to return home. This led to a rapid increase in the demand for short-term rentals in the affected areas. To facilitate the post-disaster reconstruction in Zhuozhou, and address the housing difficulties for affected residents, we called on our real estate agents to initiate a rental commission-free program. A total of 268 agents in Zhuozhou participated in the activity, benefiting over 500 customers. Within three days, we assisted 100 families affected by the disaster in finding short-term housing, fulfilling our commitment to taking care of the customers.

### **Corporate Governance**

We have built a sound corporate governance structure to ensure the effectiveness of our management. The board of directors authorized the corporate governance committee to oversee ESG-related issues and perform ESG governance responsibilities on behalf of the board. Following the framework of COSO (The Committee of Sponsoring Organizations of the Treadway Commission) framework, we have built a risk management structure consisting of three lines of defense to identify and analyze financial and non-financial risks during operations and established effective risk prevention and control mechanisms to achieve long-term operational stability.

### **Marketing and Branding**

We promote our platform and enhance brand awareness through a variety of online and offline branding and business development activities. We have upgraded the *Beike* brand, extending our emphasis from housing transaction services to providing customers with one-stop, high-quality residential services including home renovation and furnishing. *Lianjia* has also refreshed its brand image, advocating for peace-of-mind services and transaction guarantees. We have also upgraded the home renovation and furnishing brands *Shengdu* and *Beiwoo*, highlighting the concept of transparent renovation. We conduct online marketing through promotions on social platforms and activities on our own platform. We also engage in offline marketing through title sponsorships, posters, outdoor media, and other forms. We have been the title sponsor of Beijing Marathon for three consecutive years from 2022 to 2024, and has organized community running events in various cities throughout 2023, allowing runners to experience the charm of sports and spreading the spirit of marathon.

We believe that our high-quality real estate brokerage services lead to strong word-of-mouth referrals, which drive customer awareness of our brands. As we gain trust from customers through facilitating housing transactions and services, they often refer us to their families, friends and social acquaintance, or return to our platform when they have other housing related needs, be it home rentals, renovation or other services.

### **Intellectual Property**

We regard our patents, trademarks, copyrights, domain names, know-hows, proprietary technologies, and similar intellectual property as critical to our success. As of December 31, 2023, we had 1,612 issued patents and 1,114 pending patent applications. We also owned 7,831 registered trademarks, 651 pending trademark applications, copyrights to 737 software programs developed by us relating to various aspects of our operations, and 170 registered domain names, including *ke.com* and *lianjia.com*, as of December 31, 2023.

We seek to protect our technology and associated intellectual property rights through a combination of patent, copyright and trademark laws, as well as license agreements and other contractual protections. In addition, we enter into employment agreements with confidentiality arrangements with our employees, and cooperation agreements with confidentiality arrangements with brokerage brands and business partners to protect our proprietary rights. The agreements we enter into with our employees also provide that all patents, software, inventions, developments, works of authorship and trade secrets created by them during the course of their employment with us are our property.

We intend to protect our technology and proprietary rights vigorously. We have employed internal policies, confidentiality agreements, encryptions and data security measures to protect our proprietary rights. From time to time, third parties may initiate litigation against us alleging infringement of their proprietary rights or declaring their non-infringement of our intellectual property rights. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—Our failure to protect our intellectual property rights may undermine our competitive position, and external infringements of our intellectual property rights may adversely affect our business” and “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We have been and may be subject to intellectual property infringement claims or other allegations, which may materially and adversely affect our business, financial condition and prospects.”

### **Seasonality**

See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—Our results of operations are subject to seasonal fluctuations” for details.

### **Competition**

The housing related industry in China is rapidly evolving and increasingly competitive. We face competition from players in different segments of the housing transactions and services industry. We compete with other online housing transaction platforms for property listings and housing transactions, as well as traffic-focused platforms for customer traffic. For our new home sales business, we also compete with numerous new home marketing services providers. In addition to these platforms and companies at the national level, we compete with offline traditional real estate brokerage stores and brands for agents and housing customers locally. We also compete with other companies for housing related services, such as home renovation and furnishing services and rental property management services.

We believe that we are strategically positioned in China’s housing transactions and services industry and we compete with others primarily on the following factors: (i) the ability to build and expand our integrated online and offline platform for housing transactions and services; (ii) the amount and authenticity of property listings on our platform; (iii) the ability to further develop the platform infrastructure to enhance efficiency and customer experience; (iv) the superior service quality of our platform as well as the agents on our platform; (v) our brand recognition and reputation; and (vi) our ability to develop advanced technologies and utilize such technologies in housing transactions and services.

See “Item 5. Operating and Financial Review and Prospects—A. Operating Results—Key Components of Results of Operations” for a breakdown of total revenues for the last three financial years.

### **Insurance**

In addition to providing social security insurance for our employees as required by PRC law, we also provide supplemental commercial medical insurance for our employees. Consistent with customary industry practice in China, we do not maintain business interruption or product transportation insurance, nor do we maintain key-man insurance. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We have limited insurance coverage, which could expose us to significant costs and business disruption.”

### **Regulation**

#### ***Regulations Related to Foreign Investment***

The establishment, operation and management of companies in China are governed by the PRC Company Law, the latest amendment of which will take effect on July 1, 2024. The PRC Company Law applies to both PRC domestic companies and foreign-invested companies. The direct or indirect investment activities of a foreign investor shall be governed by the PRC Foreign Investment Law and its implementation rules. The PRC Foreign Investment Law is promulgated by the National People’s Congress of the PRC on March 15, 2019 and took effect on January 1, 2020. This law implements the administrative system of pre-entry national treatment along with a negative list for foreign investments, and establishes the basic framework for the access to, and the promotion, protection and administration of foreign investments in view of investment protection and fair competition.

Pursuant to this law, “foreign investments” refer to any direct or indirect investment activities conducted by any foreign individual, enterprise, or organization, or collectively referred to as “foreign investors” in the PRC, which includes any of the following circumstances: (i) foreign investors establishing foreign-invested enterprises in the PRC solely or jointly with other investors, (ii) foreign investors acquiring shares, equity interests, property portions or other similar rights and interests thereof within the PRC, (iii) foreign investors investing in new projects in the PRC solely or jointly with other investors, and (iv) other forms of investments as defined by laws, regulations, or as otherwise stipulated by the State Council of the PRC. According to this law, the State Council of the PRC shall promulgate or approve a list of special administrative measures for access of foreign investments. This law grants national treatment to foreign-invested entities, except for those foreign-invested entities that operate in industries deemed to be either “restricted” or “prohibited” in the negative list promulgated and amended by the NDRC and the Ministry of Commerce from time to time. This law provides that foreign investors shall not invest in the “prohibited” industries, and shall meet certain requirements as stipulated under the negative list for making investment in “restricted” industries.

In addition, this law also provides several protective rules and principles for foreign investors and their investments in the PRC, including, among others, that local governments shall abide by their commitments to the foreign investors; foreign-invested enterprises are allowed to issue stocks and corporate bonds; except for special circumstances, in which case statutory procedures shall be followed and fair and reasonable compensation shall be made in a timely manner, expropriation or requisition of the investment of foreign investors is prohibited; mandatory technology transfer is prohibited; and the capital contributions, profits, capital gains, proceeds out of asset disposal, licensing fees of intellectual property rights, indemnity or compensation legally obtained, or proceeds received upon settlement by foreign investors within China, may be freely remitted inward and outward in RMB or a foreign currency. Also, foreign investors or the foreign investment enterprise should be imposed legal liabilities for failing to report investment information in accordance with the requirements. Furthermore, this law provides that foreign-invested enterprises established prior to the effectiveness of this law may maintain their legal form and structure of corporate governance within five years after January 1, 2020.

On December 26, 2019, the State Council of the PRC issued the Regulations on Implementing the PRC Foreign Investment Law, which came into effect on January 1, 2020. The regulations restate certain principles of the PRC Foreign Investment Law and further provides that, among others, (i) if a foreign-invested enterprise established prior to the effective date of the PRC Foreign Investment Law fails to adjust its legal form or governance structure to comply with the provisions of the Companies Act 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 non-compliance thereafter; and (ii) 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 PRC Foreign Investment Law may, after adjustment of the legal form and governing structure of such foreign-invested enterprise, remain binding upon the parties during the joint venture term of the enterprise.

On December 27, 2021, the NDRC and the Ministry of Commerce promulgated the Special Entry Management Measures (Negative List) for the Access of Foreign Investment (2021 version), or the 2021 Negative List, which took into effect on January 1, 2022. In addition, the NDRC and the Ministry of Commerce promulgated the Encouraged Industry Catalogue for Foreign Investment (2022 version), which was promulgated on October 26, 2022 and took into effect on January 1, 2023. Industries not listed in the 2021 Negative List or this catalogue are generally open for foreign investments unless specifically restricted by other PRC laws. Establishment of wholly foreign-owned enterprises is generally allowed in encouraged and permitted industries. Some restricted industries are limited to equity or contractual joint ventures, while in some cases Chinese partners are required to hold the majority equity interests in such joint ventures. In addition, foreign investment in restricted category projects is subject to government approvals. Foreign investors are not allowed to invest in industries in the prohibited category.

The Ministry of Commerce and the State Administration for Market Regulation jointly approved the Foreign Investment Information Report Measures on December 19, 2019, which took effect on January 1, 2020. According to these measures, foreign investors or foreign invested enterprises shall report their investment related information to the competent local counterpart of the Ministry of Commerce through Enterprise Registration System and National Enterprise Credit Information Notification System.

The NDRC and the Ministry of Commerce jointly promulgated the Measures for the Security Review of Foreign Investment on December 19, 2020, which came into effect on January 18, 2021. Pursuant to these measures, the NDRC and the Ministry of Commerce will establish a working mechanism office in charge of the security review of foreign investment, and any foreign investment which has or would possibly have an impact on the national security shall be subject to security review by such working mechanism office. These measures define foreign investment as direct or indirect investment by foreign investors in the PRC, which includes (i) investment in new onshore projects or establishment of wholly foreign owned onshore companies or joint ventures with foreign investors; (ii) acquiring equity or asset of onshore companies by merger and acquisition; and (iii) onshore investment by and through any other means. The measures also require that foreign investors or their domestic affiliates to apply for clearance of national security review with the working mechanism office before they conduct any investment into any of the following fields: (i) investment in the military industry or military-related industry, and investment in areas in proximity of defense facilities or military establishment; and (ii) investment in any important agricultural product, important energy and resources, critical equipment manufacturing, important infrastructure, important transportation services, important cultural products and services, important information technologies and internet products and services, important financial services, critical technologies and other important fields which concern the national security where actual control over the invested enterprise is obtained.

#### ***Regulations Related to Real Estate Brokerage Business and Real Estate Agency Enterprises***

Pursuant to the PRC Urban Real Estate Administration Law, the real-estate agencies include real-estate brokerage agencies. Real estate agencies are required to have: (a) their own names and entities; (b) fixed premises to offer services; (c) necessary property and fund for operation; (d) adequate number of professionals; and (e) other conditions stipulated by laws and administrative regulations. To establish a real estate brokerage agency, one shall apply for incorporation registration of such real estate brokerage agency with the competent local counterpart of State Administration for Market Regulation to obtain its business license before opening its business operation.

Specifically, the real estate brokerage business in China is primarily governed by the Real Estate Brokerage Administrative Measures, which were jointly promulgated by the Ministry of Housing and Urban-Rural Development, the NDRC and the Ministry of Human Resources and Social Security on January 20, 2011 and amended on April 1, 2016. Pursuant to the measures, the real estate brokerage business refers to the activities of providing intermediary and agency services to and collecting commissions from clients by real estate brokerage institutions and real estate brokers for purpose of promoting real estate transactions. To qualify as a real estate brokerage institution, an entity and its branches shall have a sufficient number of qualified real estate brokers and file with the local counterpart of the Ministry of Housing and Urban-Rural Development within 30 days after obtaining its business license. The real estate brokerage services shall be uniformly undertaken by real estate brokerage institution, with the service remunerations collected by the agencies collectively. Branches shall undertake businesses in the name of the parental real-estate agencies. Individual real estate brokers are not allowed to undertake real estate brokerage services in his/her own behalf. In addition, real estate brokerage entity which provide real estate brokerage services such as providing real estate information, on-site house viewing, and contract drafting shall enter into written real estate brokerage service agreements with their clients. Real estate brokerage agencies shall not charge any fee that is not published to the public and shall not use false or misleading price contents and other pricing technique to cheat on clients. Furthermore, real estate brokerage institutions and brokers must not: (a) counterfeit and disseminate the pricing information, or collude with real-estate developers or operators to reserve premises for higher price and manipulate the market price; (b) conceal the real housing transaction information from the interested parties, and earn price discrepancies between lower buy-in price and higher sell-out (rent) price; (c) solicit business through improper means such as concealing, fraud, coercing or bribing, or lure/force real estate buyers into transaction; (d) disclose or improperly use the personal information/business secret of real estate buyers to seek unjust profits; (e) for illegal purposes such as evasion of property transaction tax, sign contracts of different prices for the same house; (f) change the internal structure of the house and divide them for rental; (g) embezzle and misappropriate the property transaction capital; (h) buy or rent his/her own agent house; (i) offer brokerage services with respect to indemnificatory houses that are not permitted to be sold or prohibited-for-sales houses; and (j) conduct other behaviors prohibited by laws and regulations.



According to the Opinions on Strengthening the Management over Real-Estate Agencies to Promote Healthier Development of the Industry, jointly promulgated and implemented on July 29, 2016 by the Ministry of Housing and Urban-Rural Development, NDRC, Ministry of Industry and Information Technology, People's Bank of China, State Administration of Taxation, State Administration for Industry and Commerce and China Banking Regulatory Commission, governmental departments undertake enhanced regulation of real estate brokerage institutions. Real estate brokerage institutions are required to check the ownership information of the property and the identification for the client before publication of the property information. Upon approval of the client, the agency shall verify the ownership information in the competent real-estate department and prepare specification of the house conditions. The property information published shall be authentic, comprehensive and accurate. The agency shall not publish the information of the properties without the prior written authorization of owner and shall not conceal the mortgage status of the property or other information of the transaction. The real estate agency shall not in any form force client to take service of any financial institution it appoints. Property information shall be removed within 2 working days upon its sale or rental.

According to the Circular on Preventing Operating Loans from being Illegally Flowed into Real Estate Sector as jointly issued by the Ministry of Housing and Urban-Rural Development, the People's Bank of China and the China Banking and Insurance Regulatory Commission (which has been replaced by the National Financial Regulatory Administration) on March 26, 2021, banking financial institutions are required to formulate a "White List" of intermediary agencies and shall not cooperate with any intermediary agency which assists any borrower to illegally obtain operating loans. In addition, this circular also prohibits real estate agencies from providing any consultations or services related to financial products of operating loans which are guaranteed by the buyer's real estate and inducing any buyer to illegally use the funds from operating loans. When providing the real estate brokerage services, real estate agencies shall request home buyers to undertake in writing that they do not misuse operating loans to fund the housing transactions. The local branches of the Ministry of Housing and Urban-Rural Development will also establish a "Black List" to record the offending real estate agencies and real estate brokers, and will regularly disclose cases of violations.

On July 13, 2021, the Ministry of Housing and Urban-Rural Development and other seven PRC regulatory agencies issued the Notice on Continuous Improvement and Regulation of the Real Estate Market Order, which aimed to strengthen the rectification of improper or illegal behaviours in real estate development, sales and leasing of properties, and property services by ways including, among others, rectifications of publishing false information of properties and illegal advertisements.

On October 23, 2021, the National People's Congress of the PRC authorized the State Council of the PRC to launch a five-year pilot property tax reform program in selected regions where the owners of residential and non-residential properties (excluding rural households) will be required to pay property tax. The State Council of the PRC has the discretion in deciding where and how the property tax will be implemented and administrated.

On April 27, 2023, the Ministry of Housing and Urban-Rural Development and the State Administration for Market Regulation jointly promulgated the Opinions on Regulating Real Estate Brokerage Services, which aim to standardize real estate brokerage services and strengthen the management of the real estate brokerage industry. The opinions emphasize that entities engaging in real estate brokerage services shall file with the local housing and urban-rural development department. The opinions provide that brokerage service fees should be determined through negotiations by all parties involved in the transaction, taking into account various factors, such as scope of services, quality of service and market supply-demand dynamics. Real estate agencies should reasonably reduce the service fees of housing sales and rental brokerage and could lower such fees reasonably based on the principle of "the higher the transaction amount, the lower the commission rate." The opinions propose to guide both sellers and buyers of transactions to share the brokerage service fees. Real estate agencies are refrained from exploiting a dominant market position to charge unfairly high services fees for brokerage services. The price for each service item should be transparent and confirmed by parties concerned. The opinions also provide specific requirements on the protection of personal information. Real estate agencies and their employees shall not illegally collect, use, process and transmit or illegally trade, provide and disclose personal information. Real estate agencies are required to establish and improve their internal management systems for protecting the personal information of their clients and take effective measures to prevent the leakage or illegal use of the personal information. Real estate agencies are not allowed to collect personal information or information about the property, nor are they allowed to send messages or make calls for advertisements.

### ***Regulations Related to Home Rentals***

Pursuant to the Law on Administration of Urban Real Estate of the People's Republic of China promulgated by the Standing Committee of the National People's Congress of China on July 5, 1994, amended on August 30, 2007 and August 27, 2009, and took effect on August 27, 2009 (which was further amended on August 26, 2019 and became effective on January 1, 2020), when leasing premises, the lessor and lessee are required to enter into a written lease contract, containing provisions such as the leasing term, use of the premises, rental and repair liabilities, and other rights and obligations of both parties.

According to the PRC Civil Code, the lessee may sublease the leased premises to a third party, subject to the consent of the lessor. Where a lessee subleases the premises, the lease contract between the lessee and the lessor remains valid. The lessor is entitled to terminate the lease if the lessee subleases the premises without the consent of the lessor. Where the lessor knows or should know about the sublease of the lessee but fails to raise any objection within six months, it shall be deemed that the lessor agrees to the sublease. In addition, if the lessor transfers the premises, the lease contract between the lessee and the lessor will remain valid.

On December 1, 2010, the Ministry of Housing and Urban-Rural Development promulgated the Administrative Measures for Leasing of Commodity Housing, which became effective on February 1, 2011. According to such measures, landlords and tenants are required to enter into lease contracts which should generally contain specified provisions, and lease contracts should be registered with the construction (real estate) authorities at municipal or county level where the leased property located within 30 days after its conclusion. If the landlords and tenants fail to go through the registration procedures, both landlords and tenants may be subject to fines. Also, according to such measures, a house shall not be leased under any of the following circumstances: (i) being an illegal construction; (ii) failing to meet the compulsory standards for engineering construction in terms of safety, disaster prevention, etc.; (iii) changing the nature of use of the house which violates provisions; or (iv) other circumstances under which the house is prohibited to be leased as prescribed by laws and regulations. Where the provisions of these measures are violated, the competent construction (real estate) departments of the people's governments of the municipalities directly under the central government, cities and counties shall order the violators to make corrections within a specified time limit. Where there is no illegal income, a fine of not more than RMB5,000 may be imposed; where there is illegal income, a fine of not less than one time but not more than three times the illegal income, but not more than RMB30,000, may be imposed.

On January 6, 2015, the Ministry of Housing and Urban-Rural Development released the Guidelines on the Accelerating the Cultivation and Development of Residential Tenancy Market, which encourage the establishment of residential tenancy organizations. Residential tenancy organizations are encouraged to purchase or lease housing for long-term and re-decorate the housing before renting out to the public. The municipal and county level real estate departments are required to build a governmental home rental information service platform to provide efficient, accurate and convenient information services for all parties in the house leasing market.

On May 17, 2016, the State Council issued the Opinions of the General Office of the State Council on Accelerating the Cultivation and Development of Home-Rental Market, which require the local housing authorities to strengthen the administration of the home-rental market participants, including residential tenancy enterprises, intermediary agencies and professionals, in coordination with certain departments, and keep credit records of relevant market participants.

On May 19, 2017, the Ministry of Housing and Urban-Rural Development published the Measures on Management of Residential Tenancy and Home Sales (Discussion Draft) for public discussion. The draft measures provide that the government encourages the development of professional enterprises that provide home rental services and support the long-term management of properties services provided by home rental enterprises. The draft measures also require the PRC authorities to enhance scrutiny on (i) the terms of duration and rent adjustments in lease agreements; (ii) the filing of lease agreements; and (iii) residential tenancy enterprises. As of the date of this annual report, the draft measures have not been promulgated.

On July 18, 2017, the Ministry of Housing and Urban-Rural Development, the NDRC, the Ministry of Public Security and other PRC regulatory agencies jointly released the Notice of Accelerating the Development of Residential Tenancy Industry in Large to Medium Sized Cities with Positive Population Influx. Pursuant to the Notice, (i) housing developers, realtors and property management enterprises are encouraged to expand its business into residential tenancy industry; and (ii) housing authorities are required to establish an online lease recordation system and regulate and supervise the rental process in the residential tenancy industry, including ensuring the truthfulness of residential tenancy advertisements and standardizing the residential tenancy process.

The Measures on Residential Tenancy (Discussion Draft) published by the Ministry of Housing and Urban-Rural Development for public discussion in September 2020 provide that (i) residential rental operators are prohibited from inducing tenants to utilize rental installment loans by providing rental discounts or by including any term of rental installment loans in the rental agreement; and (ii) commercial banks may extend a rental installment loan only if the lease agreement has been registered with local housing bureau and the term of the loan does not exceed the duration of the tenancy. As of the date of this annual report, the draft measures have not been promulgated.

The Notice on Continuous Improvement and Regulation of the Real Estate Market Order issued on July 13, 2021 by the Ministry of Housing and Urban-Rural Development and other seven PRC regulatory agencies provides for strengthening the supervision and rectification of: (i) conducting business without submitting a business commencement report; (ii) failure to submit the rental information truthfully and completely pursuant to the regulations; (iii) failure to perform the obligations to inspect the qualifications of information publishers; (iv) withholding rent deposits; (v) evicting tenants through violence, threats or other coercive measures; (vi) operating house leasing loan business which violates the regulations; (vii) high-risk business activities such as “high in and low out (paying high rents to house owners but charging low rent from tenants),” “long in and short out (collecting rents of a long period of time from tenants but paying rents of a short period of time to house owners);” and (viii) failure to have rents supervised as required.

### ***Regulation Related to Interior Decoration and Design***

#### *Regulations on Qualifications of Construction Enterprises*

The PRC government implements qualification management for construction enterprises. Pursuant to the Administrative Provisions on the Qualifications of Construction Enterprises issued by the Ministry of Housing and Urban-Rural Development in October 1995 and amended in December 2018 and the Grade Standards for Construction Enterprises Qualification issued by the Ministry of Housing and Urban-Rural Development on November 6, 2014 and amended in October 2016, the qualification of contractors engaging in interior construction is categorized into two grades, namely, Grade A and Grade B. Interior construction contractors can only undertake interior construction projects approved within the scope of its grade, in terms of its single contract value. Interior construction contractors with Grade A qualification may undertake interior construction project without project scale limitation, whereas those with Grade B qualification can only undertake interior construction project the single contract value of which is under RMB20 million.

Each of Shengdu Home Renovation Co., Ltd., Beike Shengdu (Zhejiang) Construction Decoration Engineering Co., Ltd., Beijing Beiwoo Decoration Co., Ltd. and Beimeizhuang (Beijing) Construction Decoration Engineering Co., Ltd. has obtained the qualification certificate of construction enterprise issued by the local branch of the Ministry of Housing and Urban-Rural Development.

#### *Regulations on Work Safety*

Pursuant to the Work Safety Law of the PRC, which was issued by the Standing Committee of the National People’s Congress on June 29, 2002 and amended on June 10, 2021, a production entity must meet the legal standard or industrial standard on work safety and provide work conditions set out in laws, administrative rules and national or industry standards. An entity that cannot meet required work conditions shall not engage in production and business operation activities.

Pursuant to the Regulations on Work Safety License issued by the State Council on January 13, 2004 and amended on July 29, 2014 and the Administrative Provisions on the Work Safety License of Construction Enterprises issued by the Ministry of Construction (the predecessor of the Ministry of Housing and Urban-Rural Development) effective on July 5, 2004 and amended on January 22, 2015, a construction entity is not allowed to engage in construction activities without a work safety license.

On June 7, 2023, the Ministry of Housing and Urban-Rural Development released the Notice on Further Strengthening the Safety Management of Urban Housing Interior Decoration and Renovation, which requires that interior construction contractors to strictly follow the mandatory construction standards and other technical standards, take necessary safety protection measures according to regulations to ensure the safety of operators and the building, and ensure the quality of decoration and renovation when undertaking the interior decoration and renovation construction business. For the construction projects with clear qualification requirements, interior construction contractors must possess corresponding qualifications and cannot undertake beyond the qualification level. If interior construction contractors exceed their qualification level to undertake business or carry out unauthorized construction changes to the building body and load-bearing structure, they may be subject to fines, suspension of their business for rectification, lowered the level of their qualifications, revocation of their qualification certificates or other administrative penalties. Such illegal acts will be recorded in the enterprise’s credit file.

Each of Shengdu Home Renovation Co., Ltd., Beike Shengdu (Zhejiang) Construction Decoration Engineering Co., Ltd., Beimeizhuang (Beijing) Construction Decoration Engineering Co., Ltd. and Beijing Beiwoo Decoration Co., Ltd. has obtained the safety production license (building construction) issued by the local branch of the Ministry of Housing and Urban-Rural Development.

*Regulations on Qualifications of Construction Engineering Design*

Pursuant to the Administrative Provisions on the Qualifications of Survey and Design of Construction Engineering issued by the Ministry of Housing and Urban-Rural Development in September 2016 and amended in December 2018, a construction engineering design entity shall obtain a qualification certificate of construction project design to conduct construction engineering design activities. According to the Grade Standards for Construction Engineering Design Qualification which was issued by the Ministry of Housing and Urban-Rural Development on March 29, 2007 and amended in March 2017, the qualification of contractors engaging in design of construction decoration projects is categorized into three grades, namely, Grade A, Grade B and Grade C. The contractors with Grade A qualification may undertake design of construction decoration project without project scale limitation, whereas those with Grade B qualification can only undertake design of construction decoration project the single contract value of which is under RMB12 million and those with Grade C qualification can only undertake design of construction decoration project the single contract value of which is under RMB3 million.

Each of Shengdu Home Renovation Co., Ltd. and Beike Shengdu (Zhejiang) Construction Decoration Engineering Co., Ltd. has obtained the qualification certificate of construction project design issued by Zhejiang Commission of Urban-rural Development.

***Regulations Related to Value-Added Telecommunications Services***

*Regulations on Value-Added Telecommunications Services*

The PRC Telecommunications Regulations, promulgated on September 25, 2000 by the State Council of the PRC and most recently amended in February 2016, are the primary regulations governing telecommunications services. Under these regulations, a telecommunications service provider is required to procure operating licenses from the Ministry of Industry and Information Technology or its provincial counterparts, prior to the commencement of its operations, otherwise such operator might be subject to sanctions including corrective orders and warnings from the competent administration authority, fines and confiscation of illegal gains. In case of serious violations, the operator's websites may be ordered to be closed.

The PRC Telecommunications Regulations categorize all telecommunication services in China as either basic telecommunications services or value-added telecommunications services, and value-added telecommunications services are defined as telecommunications and information services provided through public network infrastructures. The Administrative Measures for Telecommunications Business Operating License promulgated by the Ministry of Industry and Information Technology in 2009 and most recently amended in July 2017, set forth more specific provisions regarding the types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining the licenses and the administration and supervision of these licenses. Pursuant to these measures, a commercial operator of value-added telecommunication services must first obtain an operating license for value-added telecommunication business. These measures also provide that an operator providing value-added services in multiple provinces is required to obtain a cross-region license, whereas an operator providing value-added services in one province is required to obtain an intra-provincial license. Pursuant to these measures, any telecommunication services operator must conduct telecommunication business pursuant to the type and within the scope of business as specified in its license.

Pursuant to the Catalog of Telecommunications Services, which was promulgated by the Ministry of Information Industry of the PRC (the predecessor of the Ministry of Industry and Information Technology) on February 21, 2003 and last amended by the Ministry of Industry and Information Technology on June 6, 2019, both online data processing and transaction processing services and internet information services fall within Class 2 value-added telecommunication services. The “online data processing and transaction processing services” mean the online data processing and transaction/affair processing services provided for users through public communication networks or the internet, using various kinds of data and affair/transaction processing application platforms connected to various kinds of public communication networks or the internet. A telecommunication services operator engaged in online data processing and transaction processing services shall obtain a license for online data processing and transaction processing services. The “information services” refer to the information services provided for users via the public communication network or the internet and by the information collection, development, processing and construction of information platforms. The Administrative Measures on Internet Information Services, which were promulgated by the State Council of the PRC on September 25, 2000 and amended on January 8, 2011, set out guidelines on the provision of internet information services. These measures classify internet information services into commercial internet information services and non-commercial internet information services. Pursuant to these measures, commercial internet information services refer to the provision with charge of payment of information or website production or other service activities to online users via the internet, and non-commercial internet information services refer to the provision with free of charge of information that is in the public domain and openly accessible to online users via the internet. These measures require that a provider of commercial internet information services shall obtain a license for internet information services. These measures also require that a provider of non-commercial internet information services shall carry out record-filing procedures with the provincial level counterparts of the Ministry of Industry and Information Technology.

*Regulations Related to Foreign Investment Restriction on Value-Added Telecommunications Services*

According to the 2021 Negative List, the equity ratio of foreign investment in the value-added telecommunications enterprises is subject to the cap of 50% except for the investment in the e-commerce operation business, a domestic multi-party communication business, an information storage and re-transmission business and a call center business.

Specifically, foreign direct investment in telecommunications companies in China is governed by the Administrative Regulations on Foreign-Invested Telecommunications Enterprises, which was promulgated by the State Council of the PRC on December 11, 2001 and amended on September 10, 2008 and February 6, 2016. The regulations require that foreign-invested value-added telecommunications enterprises must be in the form of a Sino-foreign equity joint venture, and the ultimate capital contribution percentage by foreign investor(s) in a foreign-invested value-added telecommunications enterprise must not exceed 50%, other than certain exceptions. In addition, the main foreign investor who invests in a foreign-invested value-added telecommunications enterprises operating the value-added telecommunications business in China must satisfy a number of stringent performance and operational experience requirements, including demonstrating a good track record and experience in operating value-added telecommunication business overseas. Foreign investors that meet these requirements shall obtain approvals from the Ministry of Industry and Information Technology, which retain the discretion in granting such approval. On April 7, 2022, the State Council issued the Decision to Amend and Abolish Certain Administrative Regulations, which makes amendments to the Administrative Regulations on Foreign-Invested Telecommunications Enterprises. The amendments include, among others, removing the performance and operational requirements for main foreign investors that invest in PRC companies conducting value-added telecommunication business as set out in the Administrative Regulations on Foreign-Invested Telecommunications Enterprises. The amended Administrative Regulations on Foreign-Invested Telecommunications Enterprises took effect on May 1, 2022.

On April 8, 2024, the MIIT issued the Circular on Implementing the Pilot Programs Work to Expand the Opening-up of the Value-Added Telecommunications Services. The circular states that the MIIT will launch pilot programs to expand the opening-up of value-added telecommunications services, and the pilot programs will be initially launched in several regions, including Beijing, Shanghai, Hainan and Shenzhen. In the regions approved to launch pilot programs, foreign ownership restrictions in certain value-added telecommunications business will be removed, including internet data centers services, content delivery networks services, internet access services, online data processing and transaction processing services, information publishing platforms and delivery services (excluding internet news information, online publishing, online audiovisual, and internet cultural operations) and information protection and processing services. Foreign invested enterprises conducting these services in approved pilot regions are required to obtain approval from the MIIT in accordance with applicable law and regulations. The circular also indicates that based on the implementation of the pilot programs, the scope of the pilot regions may be expanded.

In 2006, the predecessor to the Ministry of Industry and Information Technology issued the Circular of the Ministry of Information Industry on Strengthening the Administration of Foreign Investment in Value-added Telecommunications Business, according to which a foreign investor in the telecommunications service industry of China must establish a foreign invested enterprise and apply for a telecommunications businesses operation license. This circular also requires that: (i) PRC domestic telecommunications business enterprises must not lease, transfer or sell a telecommunications businesses operation license to a foreign investor through any form of transaction or provide resources, offices and working places, facilities or other assistance to support the illegal telecommunications services operations of a foreign investor; (ii) value-added telecommunications enterprises or their shareholders must directly own the domain names and trademarks used by such enterprises in their daily operations; (iii) each value-added telecommunications enterprise must have the necessary facilities for its approved business operations and maintain such facilities in the regions covered by its license; and (iv) all providers of value-added telecommunications services are required to maintain network and internet security in accordance with the standards set forth in PRC regulations. If a license holder fails to comply with the requirements in the circular and cure such non-compliance, the Ministry of Industry and Information Technology or its local counterparts have the discretion to take measures against such license holder, including revoking its license for value-added telecommunications business.

### ***Regulations Related to Mobile Internet Applications***

In June 2016, the Cyberspace Administration of China promulgated the Administrative Provisions on Mobile Internet Application Programs Information Services, which were most recently amended on June 14, 2022 and became effective on August 1, 2022. Pursuant to these provisions, a mobile internet application refers to an application software that runs on mobile smart devices providing information services after being pre-installed, downloaded or embedded through other means. Mobile internet application providers refer to the owners or operators of mobile internet application. Internet application stores refer to platforms which provide services related to online browsing, searching and downloading of application software and releasing of development tools and products through the internet.

Pursuant to these provisions, internet application providers shall comply with provisions on the scope of necessary personal information when engaging in personal information processing activities and shall not compel users to agree to non-essential personal information collection or ban users from their basic functional services due to their refusal of providing unnecessary personal information. Internet application providers shall not provide the services to the users who fail to submit real identity information or use fraudulent identity information of other organizations or persons for fake registration. Internet application providers shall also establish sound information content review and management mechanism, take sound management measures such as user registration, account management, information review, daily inspection and emergency disposal, and be staffed with professionals and technical ability appropriate to the service scale. Furthermore, internet application providers who launch new technologies, applications or functions with the attribute of public opinion or the capability of social mobilization shall conduct security assessment in accordance with the applicable laws and regulations. If an internet application provider violates these regulations, internet application distribution platforms may issue warnings, suspend the release of its applications, or terminate the sale of its applications, and/or report the violations to governmental authorities, and the application provider may be imposed administrative penalty by the Cyberspace Administration of China and competent authorities in accordance with laws and regulations.

On February 6, 2023, the Ministry of Industry and Information Technology released the Notice on Further Raising the Service Capabilities of Mobile Internet Application Programs, which reiterates the importance of service capabilities of mobile internet application programs and service providers, and imposes a series of requirements for applications developers, application programs service providers and applications platform services providers, including but not limited to providing appropriate services related to downloading and uninstalling mobile internet application programs with users, using automatic renewal services only upon the users' consent and offering convenient options to cancel automatic renewal services to users.

On July 21, 2023, the Ministry of Industry and Information Technology promulgated the Notice on the Record-filing of Mobile Internet Applications, which requires the filing of mobile internet applications programs with the authorities by the operators of such mobile internet applications programs in China. Operator of mobile internet applications programs shall not engage in any internet information service if it fails to complete the filing. The operator of mobile internet applications programs shall indicate the filing number in a prominent position of the mobile internet applications program and link the URL of the filing system for public inquiry and verification. Operators of existing mobile internet applications programs must complete filing procedures through an Internet service provider or an mobile internet applications program distribution platform between September 2023 and March 2024. New mobile internet applications programs cannot be put into use unless and until the filing procedures have been completed.



### ***Regulations Related to Advertising Services***

On April 24, 2015, the Standing Committee of the National People’s Congress of the PRC enacted the revised Advertising Law of the PRC effective on September 1, 2015 which was most recently amended in April, 2021. This law increases the potential legal liability of advertising services providers and strengthens regulations of false advertising. This law sets forth certain content requirements for advertisements including, among other things, prohibitions on false or misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest.

In March 2023, the State Administration for Market Regulation promulgated the Administrative Measures on Internet Advertising, which became effective on May 1, 2023. Pursuant to the measures, internet advertisements are defined as any commercial advertising that directly or indirectly promotes goods or services through internet media in the form of texts, images, audio, video or other forms. An advertising distributor must examine, verify and record identity information of its advertisers, such as the advertiser’s name, address and contact information, and maintain an updated verification of such information on a regular basis. Moreover, it must examine the supporting documentation provided by the advertisers and advertising operators. Where a special government review is required for specific categories of advertisements before posting, the advertising distributor must confirm that the review has been performed and approval has been obtained, and no edits or changes to the advertisements are allowed unless they are re-approved by the authority. If the content of the advertisement is inconsistent with the supporting documentation, or the supporting documentation is incomplete, the advertisement cannot be published. As for pop-up advertisements, advertising distributors shall clearly indicate the closure button for the advertisements, and shall not engage in any activities that may hinder the users from closing the pop-up advertisements with one button click, such as lacking a closure button, containing a countdown timer for closure, providing false or unidentifiable marks for the closure button, requiring more than one click to close, and allowing the advertisement to pop up again after closure on the same page or file, etc. In addition, the measures require paid-for search results to be distinguished from natural search results so that consumers will not be misled as to the nature of these search results. Furthermore, the measures specify additional compliance requirements for internet advertising businesses. For example, any promotion in the name of knowledge or experience sharing or consumer review but containing links to purchase relevant products and services are also classified as a form of advertisement and thus shall be clearly indicated as “advertisements.” Internet advertisements shall not deceive or mislead users into clicking or viewing the advertisements with false or fabricated system or software update reminders or notifications or offer of rewards. If an advertisement contains any link directing to another advertisement, the advertisers, advertising operators and distributors of primary advertisements are responsible for verifying the advertisement contents to which the link is directed and are relevant to the primary advertisement. Internet distributors shall also establish and maintain an archive for the advertisers and advertisements and keep the record for at least three years after end of the advertisement. As for live-streaming, if a seller or service provider promotes goods or services via live-streaming and thus constitutes advertisements, such seller or service provider shall bear the obligations and responsibilities of an advertiser. If the operator of a live-streaming room is engaged to provide advertising design, production, agency, or publishing services, it shall bear the obligations and responsibilities of an advertising agent or advertising publisher, as applicable.

### ***Regulations Related to Financing***

#### ***Regulations Related to Online Payment***

On June 14, 2010, the People’s Bank of China issued the Administrative Measures on Non-Financial Institution Payment Service and its implementing rules, which set forth the basic regulatory requirements for payment market entry. According to the measures, non-financial institution payment service shall mean any of the following monetary asset transfer services provided by non-financial institutions as an intermediary between the payor and the payee: (i) online payment; (ii) pre-payment card issuance and receipt; (iii) bank card acceptance; (iv) other payment services as specified by the People’s Bank of China. Pursuant to the measures, non-financial institution which provides payment services shall obtain a payment business license to become a payment institution. No non-financial institution or individual shall engage in payment services without the People’s Bank of China’s approval either expressly or in disguise.

On December 28, 2015, the People’s Bank of China issued the Administrative Measures for Internet Payment Services of Non-Bank Payment Institutions. Pursuant to the measures, online payment services shall mean activities where a payor or payee initiates a remote payment instruction via public network information system from its computer, mobile terminal or other electronic devices and, without interaction between the electronic device of the payer and the exclusive device of the receiver, and where the payment institution provides money transfer services between the payee and the payor. A payment institution shall obtain an online payment service permit before engaging in the online payment business. Payment institutions licensed for Internet payment services may, open a payment account for the client as requested at his or her own discretion. Payment institutions only licensed for providing mobile payment, landline payment or digital television payment services shall not open payment accounts for clients. Payment institutions shall fully warn their clients about the potential risk of online payments and provide necessary safety education and risk warning before processing the online payment services. Payment institutions shall establish and perfect their risk reserve procedures and a transaction compensation procedure, and shall protect the legitimate rights and interests of their clients by compensating in full amount of the losses of their clients if such losses cannot be effectively proved to be caused by the clients. In addition, a payment institution shall also provide transaction record search service for their clients for free through websites with legal and independent domain names and uniform service hotline for clients to search transaction records of at least the last year.

On January 19, 2021, the People’s Bank of China issued the Measures for Deposit and Management of Clients’ Reserves of Non-Bank Payment Institution. Pursuant to the measures, clients’ reserves mean the cash that payment institution received from its clients to be paid to the payee. Non-bank payment institutions are required to open a deposit account at the People’s Bank of China to deposit such reserves. The reserve received by non-bank institutions shall be fully deposit to the special reserve account opened at the People’s Bank of China or the qualified bank. The reserve can only be used for the payment business requested by the clients and any entity, individual cannot use, misappropriate, or borrow such reserve or use it as a guarantee.

On December 9, 2023, the State Council issued the Regulation on Supervision and Administration of Non-bank Payment Institutions, which will become effective on May 1, 2024. Pursuant to the regulation, “non-bank payment institutions” are non-bank entities that have obtained a payment business permit to engage in payment businesses such as the transfer of monetary funds based on electronic payment instructions submitted by payees or payers. To engage in payment business, the entity shall obtain the approval of the People’s Bank of China and obtain a payment business permit, and the name of the non-bank payment institution shall include the word “payment.” There are some requirements for the establishment of a non-bank payment institution. For example, the minimum registered capital for such entity shall be 100 million yuan in the form of paid-in monetary capital, and the principal shareholders and actual controllers of a non-bank payment institution shall have sound financial status and credit records and have no records of any major violation of laws or regulations in the latest three years. This regulation regulates that non-bank payment business shall be divided into two types, namely, stored-value account operation and payment transaction processing, depending on whether the payer’s prepaid funds can be received. The specific method for classification of stored-value account operation business and payment transaction processing business and the rules for supervision and administration thereof shall be formulated by the People’s Bank of China. To carry out non-bank payment business, a non-bank payment institution shall establish, improve and implement business management systems and compliance management systems and equip necessary and independent business systems, facilities and technologies to ensure the continuity, security and traceability of payment business. This regulation also stipulates the requirements for protecting the rights and interests of users, such as a non-bank payment institution shall (i) enter into a payment service agreement with its users and the terms of such agreement shall be fair and displayed in the business place, official website, and mobile Internet applications; (ii) ensure the security of user funds and information, and do not entrust core businesses and technical services to third parties for processing; and (iii) properly preserve user information and transaction records, establish an effective due diligence system, and strengthen risk management. Besides, a non-bank payment institution shall take effective measures to ensure the security of payment accounts and prevent them from being used for illegal fundraising, telecommunications fraud, money laundering, gambling and other criminal activities.

Beijing Ehomepay Technologies Co., Ltd., one of the subsidiaries of the VIEs, has obtained the license for non-financial institution payment service covering online payment service.

#### *Regulations Related to Micro Credit Business*

According to the Guiding Opinion on the Pilot Operation of Micro Credit Companies, which was promulgated by the China Banking and Insurance Regulatory Commission and the People’s Bank of China on May 4, 2008, a micro credit company is a company that specializes in operating a micro-loan business with investments from natural persons, legal entities or other social organizations, and which does not accept public deposits. The establishment of a micro credit company is subject to the approval of the competent government authority at the provincial level. The provincial governments may launch the pilot operation of micro credit companies within their prefectural regions if they could designate a competent department, financial affairs office or other institutions to be responsible for the supervision and administration of micro credit companies and willing to take responsibility for handling the micro credit companies’ risks.

Based on this opinion, many provincial governments, including that of Beijing, promulgated local implementing rules on the administration of micro credit companies. In January 2009, the General Office of the People's Government of Beijing Municipality issued the Pilot Implementation Measures of Micro Credit Company of Beijing, which specify the requirement for establishment and operation of micro credit companies in Beijing. According to these measures, establishment of a micro credit company in Beijing is subject to the prior approval of the finance regulatory authority of the municipality. Besides, the funds of the micro loans provided by the micro credit company shall be limited to the capital contributions or donations of its shareholders, funds provided by no more than two banks and other funds as approved by the authorities.

On November 21, 2017, the Internet Financing Risk Special Rectification Work Leading Team Office issued a Circular on Immediate Suspension on Approval of the establishment of Online Micro Credit Enterprises, which stated that effective from November 21, 2017, no local governmental authorities shall approve any newly established online micro credit enterprises or approve any new cross-province small loan lending business for existing micro credit enterprises.

Beijing Beike Small Loan Co., Ltd., one of the subsidiaries of the VIEs, has obtained the approval for its establishment as a micro credit company in Beijing.

#### *Regulations Related to Financing Guarantee*

In March 2010, seven governmental authorities including the predecessor of the China Banking and Insurance Regulatory Commission, the Ministry of Commerce and the Ministry of Finance, promulgated the Interim Administrative Measures for Financing Guarantee Companies, which require an entity or individual to obtain prior approval from the governmental authority before engaging in the financing guarantee business. A financing guarantee is defined as an activity whereby the guarantor and the creditor, such as a financial institution in the banking sector, agree that the guarantor shall bear the guarantee obligations in the event that the borrower fails to meet its repayment obligations.

On August 2, 2017, the PRC State Council of the PRC promulgated the Regulations on the Supervision and Administration of Financing Guarantee Companies, which became effective on October 1, 2017. These regulations define "financing guarantee" as a guarantee provided for the debt financing, including but not limited to the extension of loans or issuance of bonds, and set out that the establishment of a financing guarantee company or engagement in the financing guarantee business without approval may result in administrative penalties and even criminal liabilities. These regulations on financing guarantee also set forth that the outstanding guarantee liabilities of a financing guarantee company shall not exceed ten times of its net assets, and that the balance amount of outstanding guarantee liabilities of a financing guarantee company for the same guaranteed party shall not exceed 10% of its net assets, while the outstanding guarantee liabilities of a financing guarantee company shall not exceed 15% of its net assets. On April 2, 2018, the seven governmental authorities issued four supplementary administrative measures for implementing the Regulations on the Supervision and Administration of Financing Guarantee Companies, which provide guidance on the application for and management of financing guarantee business license, the calculation of the outstanding guarantee liabilities of the financing guarantee companies, the administration of the asset ratio of financing guarantee companies, and the business cooperation between financing banks and financing guarantee companies.

On October 9, 2019, nine governmental authorities including the China Banking and Insurance Regulatory Commission, the NDRC, the Ministry of Commerce and the Ministry of Finance jointly issued the Circular on the Issuance of the Supplementary Provisions on Supervision and Administration of Financing Guarantee Companies, which clarified that residential real estate guarantee companies (centers) shall be regulated under the financing guarantee regulations and shall acquire a financing guarantee business license before June 2020. In addition, a financing guarantee company shall include the words "financing guarantee" in its company name. This circular also amended one of the Four Supplementary Measures by including the outstanding liabilities of residential real estate guarantee business as a factor in calculating the overall outstanding guarantee liabilities of a financing guarantee company.

Beijing Zhongrongxin Financing Guarantee Co., Ltd., one of the subsidiaries of the VIEs, and Shenzhen Beike Financing Guarantee Co., Ltd., one of our PRC subsidiaries, have obtained the license for financing guarantee business.

*Regulations Related to Insurance Brokerage*

On February 1, 2018, the China Insurance Regulatory Commission, the predecessor of China Banking and Insurance Regulatory Commission, promulgated the Provisions on the Regulation of Insurance Brokers, which became effective on May 1, 2018. Pursuant to these provisions, the establishment and operation of an insurance broker must meet the qualification requirements specified by the China Insurance Regulatory Commission, obtain the approval from the China Insurance Regulatory Commission and be licensed by the China Insurance Regulatory Commission. Specifically, the paid-in registered capital of a cross-province insurance brokerage company must be at least RMB50 million and that for an intra-province insurance brokerage company (the one only operates within the province in which it is registered) must be at least RMB10 million.

On April 27, 2018, the China Banking and Insurance Regulatory Commission promulgated the Notice on Relaxing Restrictions on the Business Scope of Foreign-Funded Insurance Brokerage Companies, which became effective on April 27, 2018. Pursuant to this notice, the foreign-funded insurance brokerage institutions that obtain insurance brokerage business permits upon approval by the insurance regulatory authority of the State Council of the PRC may engage in the following insurance brokerage business within the territory of the People's Republic of China: (i) drafting insurance application proposals, selecting insurers, and undergoing the insurance application formalities for insurance applicants; (ii) assisting the insured parties or beneficiaries in claiming compensation; (iii) reinsurance brokerage business; (iv) providing disaster or loss prevention or risk evaluation and management advisory services; (v) other business approved by the China Banking and Insurance Regulatory Commission.

On December 3, 2021, the General Office of the China Banking and Insurance Regulatory Commission issued the Circular on Clarifying Relevant Measures on Open up of Insurance Agency Markets, which provides that qualified foreign insurance brokerage companies with actual operation experience are allowed to set up insurance brokerage companies in China to conduct insurance brokerage business, and the following qualification requirements for the foreign investor of an insurance brokerage company are abolished: (i) the foreign investor shall have engaged in insurance brokerage business for more than thirty years within the territories of World Trade Organization members; (ii) the foreign investor shall have established its representative office in China for two consecutive years; and (iii) the total assets of the foreign investor shall be no less than US\$200 million as of the end of the year prior to its application.

Beijing Anli Insurance Brokerage Co., Ltd., one of the subsidiaries the VIEs, has obtained the license for insurance brokerage business.

*Regulations Related to Commercial Factoring*

On June 27, 2012, the Ministry of Commerce promulgated the Notice on Pilot Scheme for Commercial Factoring, along with other circulars to launch the pilot scheme for commercial factoring in Shanghai Pudong New District, Tianjin Binhai New District and certain other areas. According to the local implementation rules, a commercial factoring enterprise may be established upon approval by the local counterparts of the Ministry of Commerce or other competent authorities (e.g. local financial work offices) in the said regions. The business scope of a commercial factoring company may cover trade financing services, management of sales ledgers, customer credit investigation and evaluation, management and collection of accounts receivable and credit risk guarantee. On May 8, 2018, the Ministry of Commerce announced that the regulatory authority of commercial factoring industry was transferred from the Ministry of Commerce to the China Banking and Insurance Regulatory Commission on April 20, 2018. On October 18, 2019, the China Banking and Insurance Regulatory Commission announced the Circular on Enhancing the Supervision and Management of Commercial Factoring Enterprises, which emphasized that commercial factoring enterprises shall not engage in, among others, the following businesses: (i) absorbing public funds either directly or in disguise; (ii) lending or borrowing money from other commercial factoring enterprises, directly or in disguise; or (iii) facilitating loans or entrusted by another person to facilitate loan.

Zhongjia Guotai Commercial Factoring (Shenzhen) Co., Ltd., one of our PRC subsidiaries, is approved by the competent authorities in Tianjin to provide commercial factoring services.

## ***Regulations Related to Internet Security and Privacy Protection***

### ***Regulations Related to Internet Security***

The Decision in Relation to Protection of Internet Security enacted by the Standing Committee of the National People's Congress of the PRC on December 28, 2000, as amended in August 2009, provides that, among other things, the following activities conducted through the internet, if constituted a crime under PRC laws, are subject to criminal punishment: (i) hacking into a computer or system of strategic importance; (ii) intentionally inventing and spreading destructive programs such as computer viruses to attack the computer system and the communications network, thus damaging the computer system and the communications networks; (iii) in violation of national regulations, discontinuing the computer network or the communications service without authorization; (iv) leaking state secrets; (v) spreading false commercial information; or (vi) infringing intellectual property rights through internet.

The Provisions on Technological Measures for Internet Security Protection, promulgated on December 13, 2005 by the Ministry of Public Security require internet service providers and organizations that use interconnection implementing technical measures for internet security protection, such as technical measures for preventing any matter or act that may endanger network security, for example, computer viruses, invasion or attacks to or destruction of the network. All internet access service providers are required to take measures to keep a record of and preserve user registration information. Under these measures, value-added telecommunications services license holders must regularly update information security and content control systems for their websites and must also report any public dissemination of prohibited content to local public security authorities. If a value-added telecommunications services license holder violates these measures, the Ministry of Public Security and the local security bureaus may revoke its operating license and shut down its websites.

On July 1, 2015, the Standing Committee of the National People's Congress issued the PRC National Security Law, which came into effect on the same day. The National Security Law provides that the state shall safeguard the sovereignty, security and cyber security development interests of the state, and that the state shall establish a national security review and supervision system to review, among other things, foreign investment, key technologies, internet and information technology products and services, and other important activities that are likely to impact national security of China.

On November 7, 2016, the Standing Committee of the National People's Congress of the PRC promulgated the PRC Cybersecurity Law, which came into effect on June 1, 2017, and applies to the construction, operation, maintenance and use of networks as well as the supervision and administration of cybersecurity in China. The Cybersecurity Law defines "networks" as systems that are composed of computers or other information terminals and facilities used for the purpose of collecting, storing, transmitting, exchanging and processing information in accordance with certain rules and procedures. "Network operators," who are broadly defined as owners and administrators of networks and network service providers, are subject to various security protection-related obligations, including: (i) complying with security protection obligations in accordance with tiered cybersecurity system's protection requirements, which include formulating internal security management rules and manuals, appointing cybersecurity responsible personnel, adopting technical measures to prevent computer viruses and cybersecurity endangering activities, adopting technical measures to monitor and record network operation status and cybersecurity events; (ii) formulating cybersecurity emergency response plans, timely handling security risks, initiating emergency response plans, taking appropriate remedial measures and reporting to regulatory authorities; and (iii) providing technical assistance and support for public security and national security authorities for protection of national security and criminal investigations in accordance with the law. Network service providers who do not comply with the Cybersecurity Law may be subject to fines, suspension of their businesses, shutdown of their websites, and revocation of their business licenses. On September 14, 2022, the Cyberspace Administration of China issued the Notice on Seeking Public Comments on the Decision on Amending the Cybersecurity Law of the People's Republic of China (Draft for Public Comments), which imposes more stringent legal liabilities for certain violations of the Cybersecurity Law and increases the maximum fines for serious violation of the security protection obligations of network operation, network information, critical information infrastructure and personal information under the Cybersecurity Law to RMB50 million or up to 5% of the turnover of the company in the preceding year.

On December 28, 2021, the Cyberspace Administration of China, the NDRC, the Ministry of Industry and Information Technology, and several other PRC governmental authorities jointly issued the Cybersecurity Review Measures, which became effective on February 15, 2022. Pursuant to Cybersecurity Review Measures, critical information infrastructure operators that purchase network products and services and network platform operators engaging in data processing activities are subject to cybersecurity review under the Cybersecurity Review Measures if such activities affect or may affect national security. According to the Cybersecurity Review Measures, before purchasing any network products or services, a critical information infrastructure operator shall assess potential national security risks that may arise from the launch or use of such products or services, and apply for a cybersecurity review with the cybersecurity review office of Cyberspace Administration of China if national security will or may be affected. In addition, network platform operators who possess personal information of more than one million users, and intend to be listed on a foreign stock exchange must be subject to the cybersecurity review.

To apply for a cybersecurity review, the applicant shall submit (i) an application letter, (ii) a report to analyze the impact or the potential impact on national security, (iii) purchase documents, agreements, the draft contracts or application documents for initial public offering or other listing application documents to be submitted to the stock exchange regulators, and (iv) other necessary materials for conducting cybersecurity review. The Cybersecurity Review Measures elaborate the factors to be considered when assessing the national security risks of the activities, including, among others: (i) the risk of any critical information infrastructure being illegally controlled, interfered, or sabotaged; (ii) the harm to the business continuity of any critical information infrastructure caused by the disruption of supply of these products and services; (iii) the security, openness, transparency and variety of sources of these products or services, the reliability of supply channels, as well as risks of supply interruptions due to factors such as politics, diplomacy and trade; (iv) the level of compliance with PRC laws and regulations of the product and service providers; (v) the risk of core data, important data, or a large amount of personal information being stolen, leaked, destroyed, and illegally used or cross-border transferred; (vi) 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 listing; and (vii) other factors that may adversely affect the security of critical information infrastructures, cyber security or data security.

If the cybersecurity review office of Cyberspace Administration of China deems it necessary to conduct a cybersecurity review, it should complete a preliminary review (including reaching a review conclusion suggestion and sending the review conclusion suggestion to the implementing body for the cybersecurity review mechanism and the authorities for their comments) within 30 business days from the issuance of a written notice to the operator, or 45 business days for complicated cases. Upon the receipt of a review conclusion suggestion, the implementing body for the cybersecurity review mechanism and the authorities shall respond with their opinions in writing within 15 business days. If the cybersecurity review office of Cyberspace Administration of China and these authorities reach a consensus, then the cybersecurity review office of Cyberspace Administration of China shall inform the operator in writing, otherwise, the case will go through a special review procedure. The special review procedure should be completed within 90 business days, or longer for complicated cases.

On June 10, 2021, the Standing Committee of the National People's Congress of the PRC promulgated the PRC Data Security Law, which became effective in September 2021. The Data Security Law requires data processing, which includes the collection, storage, use, processing, transmission, provision and 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 processing 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 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 provides that the PRC authorities shall, in accordance with laws and international treaties and agreements concluded or participated in by the PRC, or in accordance with the principle of equality and reciprocity, handle requests from foreign judicial or law enforcement agencies for the provision of data and any organization or individual within the territory of the PRC shall not provide any foreign judicial or law enforcement agencies with any data without the approval of the competent PRC government authorities. Violation of Data Security Law may subject the entities or individuals to warning, fines, and business suspension, revocation of permits or business licenses, or even criminal liabilities.



On July 6, 2021, the General Office of the Central Committee of the Communist Party of China and the General Office of the State Council of the PRC jointly issued the Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law, which request improvement on the laws and regulations related to data security, cross-border data transfer and the management of confidential information, strengthening principal responsibility for the information security of overseas listed companies, strengthening standardized mechanisms for providing cross-border information, and improvement of cross-border audit regulatory cooperation in accordance with the law and the principle of reciprocity.

On August 17, 2021, the State Council of the PRC promulgated the Regulations on Protection of Security of Critical Information Infrastructure, which took effect on September 1, 2021, and pursuant to which, “critical information infrastructures” refer to critical network facilities and information systems involved in important industries and sectors, such as public communication and information services, energy, transportation, water conservancy, finance, public services, governmental digital services, science and technology related to national defense industry, as well as those which may seriously endanger national security, national economy and citizen’s livelihood or public interests if damaged or malfunctioned, or if any leakage of data in relation thereto occurs. Pursuant to these regulations, the governmental authorities are responsible for stipulating rules for the identification of critical information infrastructures with reference to several factors set forth in the regulations, and identify the critical information infrastructure operators in the related industries in accordance with such rules. The authorities shall also notify operators identified as the critical information infrastructure operators.

On November 14, 2021, the Cyberspace Administration of China published the draft Regulations on the Administration of Cyber Data Security (Draft for Comments), which provides that data processors conducting the following activities shall apply for cybersecurity review: (i) merger, reorganization or separation of Internet platform operators that have acquired a large number of data resources related to national security, economic development or public interests affects or may affect national security; (ii) listing on a foreign stock exchange by the data processors processing over one million users’ personal information; (iii) listing in Hong Kong which affects or may affect national security; (iv) other data processing activities that affect or may affect national security.

In addition, the regulations also provide specific requirements for data processors conducting data processing activities in China in various respects, including, among others, protection of personal information, security of important data, cross-border transfer of data, and obligations of internet platform operators. As for the protection of personal information, the regulations provide that data processors shall provide individuals with convenient supports in respect of access, copy, rectification, restriction of the process, and deletion of their personal information, withdrawal of consent and deregistration of their accounts and shall not impose unreasonable restrictions for such requests. Data processors shall handle such requests and respond to the individuals within 15 business days. Data processors shall delete or anonymize personal information within 15 business days under any of the following circumstances: (i) the purpose of processing personal information has been achieved or the purpose of processing is no longer needed; (ii) the storage term agreed with the users or specified in the personal information processing rules has expired; (iii) the service has been terminated or the account has been canceled by the individual; or (iv) unnecessary personal information or personal information unavoidably collected due to the use of automatic data collection technology but without the consent of the individual.

The regulations also require data processors processing over one million users' personal information to comply with the regulations on important data processors, including, among others, appointing a person in charge of data security and establishing a data security management organization, filing with the competent authority within fifteen working days after identifying its important data, formulating data security training plans and organizing data security education and training for all staff every year, and that the education and training time of data security related technical and management personnel shall not be less than 20 hours per year. Data processors are also required to reserve the records of consent of individuals, the logs of provision of personal information and sharing, transaction, commissioned processing of important data for at least five years. In addition, data processors processing important data or going public overseas are required to conduct an annual data security assessment by themselves or by entrusting data security service agencies, and submit the data security assessment report of the previous year to the local branch of Cyberspace Administration of China before January 31 each year. Where data collected and generated within the PRC are provided by the data processors overseas, if such data include important data, or if the data processor is a critical information infrastructure operator or processes personal information of more than one million people, the data processor shall go through the security assessment of cross-border data transfer organized by the Cyberspace Administration of China. Further, Internet platform operators shall establish platform rules, privacy policies and algorithm strategies related to data, and solicit public comments on their official websites and personal information protection related sections for no less than 30 working days when they formulate platform rules or privacy policies or makes any amendments that may have significant impacts on users' rights and interests. Platform rules and privacy policies formulated by operators of large Internet platforms with more than 100 million daily active users, or amendments to such rules or policies by operators of large Internet platforms with more than 100 million daily active users that may have significant impacts on users' rights and interests shall be evaluated by a third-party organization designated by the Cyberspace Administration of China and reported to local branch of the Cyberspace Administration of China for approval. The Cyberspace Administration of China solicited comments on this draft, but there is no timetable as to when it will be enacted.

On September 17, 2021, the Cyberspace Administration of China and other eight government authorities jointly issued the Guiding Opinions on Strengthening the Comprehensive Governance of Network Information Service Algorithms, with the aim to, within three years, gradually establish a comprehensive governance pattern for algorithm security with a complete governance mechanism, a refined regulatory system and a standardized algorithm ecosystem. According to the opinions, enterprises shall establish an algorithm security accountability system and a system for the review of scientific and technological ethics, enhance the organizational structure for algorithm security, intensify efforts in the prevention of risks and the handling of hidden dangers, and increase the capacity and level in handling algorithm security emergencies. Enterprises shall raise their awareness of responsibility and assume primary responsibilities for outcomes caused by the application of algorithms.

On December 31, 2021, the Cyberspace Administration of China, the Ministry of Industry and Information Technology, the Ministry of Public Security, the Ministry of State Security promulgated the Administrative Provisions on Internet Information Service Algorithm Recommendation, which implement classification and hierarchical management for algorithm recommendation service providers based on varies criteria. Moreover, the provisions require algorithmic recommendation service providers to provide users with options that are not specific to their personal characteristics, or provide users with convenient options to cancel algorithmic recommendation services. If the users choose to cancel the algorithm recommendation service, the algorithm recommendation service provider shall immediately stop providing relevant services. Algorithmic recommendation service providers shall also provide users with the function to select, modify or delete user labels which are used for algorithmic recommendation services.

On July 7, 2022, the Cyberspace Administration of China issued the Measures for the Security Assessment of Cross-border Data Transfer, which became effective on September 1, 2022. These measures require the data processor providing data overseas to apply for the security assessment of cross-border transfer of data with the local provincial-level counterparts of the national cybersecurity authority under any of the following circumstances: (i) where the data processor intends to provide important data overseas; (ii) where a critical information infrastructure operator and a data processor who has processed personal information of more than 1,000,000 individuals intends to provide personal information overseas; (iii) where a data processor who has provided personal information of 100,000 individuals or sensitive personal information of 10,000 individuals to overseas recipients, in each case as calculated cumulatively, since January 1 of the last year intends to provide personal information overseas; or (iv) other circumstances where the security assessment of data cross-border transfer is required as prescribed by the Cyberspace Administration of China. Furthermore, the data processor shall conduct a self-assessment on the risk of data cross-border transfer prior to applying for the foregoing security assessment, under which the data processor shall consider certain factors including, among other things, (i) the purpose, scope and manner of the cross-border data transfer and the overseas data recipient processing data and the legality, legitimacy and necessity thereof, (ii) the scale, scope, type and sensitivity of the transferred data, the risks to national security, public interests and the legitimate rights and interests of individuals or organizations arising from the cross-border data transfer, (iii) the overseas data recipient's commitment to assume responsibility and obligations, the management and technical measures to fulfill the responsibilities and obligations, and the ability to ensure the security of the transferred data, (iv) the risk of data being tampered with, destroyed, leaked, lost, transferred, or illegally obtained or illegally used during and after the cross-border transfer, and the existence of channels for safeguarding the rights and interests of personal information, and (v) adequate compliance of data transfer-related contracts or other legally binding documents between the data processor and the overseas recipient with the data security protection responsibilities and obligations. The data processors that in violation of such measures are required to rectify such non-compliance within 6 months of the effectiveness date thereof.

On December 8, 2022, the Ministry of Industry and Information Technology issued the Measures for the Administration of Data Security in the Field of Industry and Information Technology (for Trial Implementation), which became effective on January 1, 2023. The measures are aimed to regulate the processing activities of data in the field of industry and information technology field conducted by relevant data processors in China. The measures apply to industrial enterprises, software and information technology service companies, and companies holding licenses for operation of telecommunication services that independently determine the purposes and methods of data processing in the course of data processing activities. Data processing activities include, among others, the collection, storage, use, processing, transmission, provision, and disclosure of data. Pursuant to the measures, data in the field of industry and information technology include industrial data, telecommunication data, and radio data generated and collected during the operation of relevant services. The measures provide for the classification of data in the field of industry and information technology as general, important, or core data, and provide specific requirements for the management of data classifications and data protection measures, including, among other things, data collection, storage, processing, transmission, disclosure, and destruction for data processors in the field of industry and information technology. In particular, data processors processing important data and core data are required to complete filing with authorities for the catalogue of important data and core data. The filing information includes basic information on the data, such as category, classification, quantity, processing purposes and methods of data processing, scope of use, liable entities, data sharing, cross-border transfer of data, and data security protection measures. If over 30% of the quantity (i.e., number of data items or amount of data stored) of important and core data changes or there is any material change to other filing information, data processors must update the filing information with the authorities within three months after such change. Furthermore, the measures provide data security requirements for cross-border and data transfers for data processors. If a data processor needs to transfer data in cases of merger, restructuring, or bankruptcy, it shall make data transfer plan and notify users affected. In addition, the measures indicate that the legal representative or principal of the data processor should be the primary person held accountable for data security and the person in charge of data security should take direct responsibility for the security of data processing activities.

On February 22, 2023, the Cyberspace Administration of China promulgated the Measures on the Standard Contract for the Outbound Cross-Border Transfer of Personal Information, which became effective on June 1, 2023. The personal information processors in mainland China shall meet all of the conditions below to provide the personal information abroad by using the Standard Contract: (a) it is not a critical information infrastructure operator; (b) it processes the personal information of less than 1 million individuals; (c) it has cumulatively transferred abroad the personal information of less than 100,000 individuals since January 1 of the previous year; and (d) it has cumulatively transferred abroad the sensitive personal information of less than 10,000 individuals since January 1 of the previous year. Before providing personal information to offshore recipients, personal information processors shall conduct assessment for the personal information protection impacts. The personal information processor shall file with the provincial cyberspace authority within 10 working days from the effective date of a Standard Contract executed. The processors shall remediate the non-compliance of personal information cross-border activities within six months from the date that the Measures on the Standard Contract for the Outbound Cross-Border Transfer of Personal Information became effective.

On March 22, 2024, the Cyberspace Administration of China released the Provisions on Regulating and Facilitating Cross-border Data Flow, which became effective on the same day. These provisions specify the situations in which a declaration for security assessment, conclusion of a standard contract, and personal information protection certification are not required. For example, the following circumstances are exempt from data export security assessment, entering into a standard contract for the export of personal information, or passing the personal information protection certification: (i) where cross-border transfer of personal information is necessary for the execution and performance of a contract to which such individual is a party, such as cross-border shopping, cross-border delivery, cross-border remittances and payment, air ticket and hotel reservations, visa applications, and examination services; (ii) where employee personal information must be provided overseas in conjunction with a collective contract and the implementation of human resources management; (iii) where cross-border transfer of personal information is necessary for the purpose of protecting the life, health, and safety of natural persons in an emergency; or (iv) where data processors other than critical information infrastructure operators provide personal information (excluding sensitive personal information) of less than 100,000 individuals cumulatively to offshore recipients since January 1 of the current year. If the personal information of between 10,000 and one million individuals or the sensitive personal information of less than 10,000 individuals is expected to be provided overseas within one year, the data processor (other than critical information infrastructure operators) shall conclude a standard contract for the cross-border transfer of such personal information and or pass the personal information protection certification.

However, for the cross-border transfer of personal information of one million individuals or more by any data processors other than critical information infrastructure operators or where a critical information infrastructure operator provides personal information or critical data to overseas recipients, a security assessment for cross-border transfer of data is required.

#### *Regulations Related to Privacy Protection*

On December 29, 2011, the Ministry of Industry and Information Technology issued the Several Provisions on Regulating the Market Order of Internet Information Services, pursuant to which an internet information service provider may not collect any user personal information or provide any such information to third parties without the consent of a user. In addition, an internet information service provider must expressly inform the users of the method, content and purpose of the collection and processing of such user personal information and may only collect such information necessary for the provision of its services. An internet information service provider is also required to properly maintain the user personal information, and in case of any leak or likely leak of the user personal information, online lending service providers must take immediate remedial measures and, in severe circumstances, make an immediate report to the telecommunications regulatory authority.

Pursuant to the Decision on Strengthening the Protection of Online Information, issued by the Standing Committee of the National People's Congress of the PRC on December 28, 2012, and the Order for the Protection of Telecommunication and Internet User Personal Information, issued by the Ministry of Industry and Information Technology on July 16, 2013, any collection and use of a user's personal information must be subject to the consent of the user, be legal, reasonable and necessary and be limited to specified purposes, methods and scopes. An internet information service provider must also keep such information strictly confidential, and is prohibited from divulging, tampering with or destroying any such information, or selling or providing such information to other parties. An internet information service provider is required to take technical and other measures to prevent the collected personal information from any unauthorized disclosure, damage or loss. Any violation of these laws and regulations may subject the internet information service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancelation of filings, closedown of websites or even criminal liabilities.

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 Cybersecurity 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 must 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 Ministry of Industry and Information Technology on October 31, 2019. On November 28, 2019, the Cyberspace Administration of China, the Ministry of Industry and Information Technology, the Ministry of Public Security and the SMAR jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information. This regulation also 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 an 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.

Pursuant to the Notice of the Supreme People's Court, the Supreme People's Procuratorate and the Ministry of Public Security on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued on April 23, 2013, and the Interpretation of the Supreme People's Court and the Supreme People's Procuratorate on Several Issues regarding Legal Application in Criminal Cases Infringing upon the Personal Information of Citizens, which was issued on May 8, 2017 and took effect on June 1, 2017, the following activities may constitute the crime of infringing upon a citizen's personal information: (i) providing a citizen's personal information to specified persons or releasing a citizen's personal information online or through other methods in violation of national provisions; (ii) providing legitimately collected information relating to a citizen to others without such citizen's consent (unless the information is processed, not traceable to a specific person and not recoverable); (iii) collecting a citizen's personal information in violation of applicable rules and regulations when performing a duty or providing services; or (iv) collecting a citizen's personal information by purchasing, accepting or exchanging such information in violation of applicable rules and regulations.

Pursuant to the PRC Civil Code, effective on January 1, 2021, the information processor shall take technical measures and other necessary measures to protect the personal information collected and stored by it and to prevent any information from being leaked, falsified and lost. In the event that any personal information is or may be leaked, falsified or lost, the information processor shall take immediate remedial measures, inform the natural person concerned and escalate such situation to the competent department as required.

On August 20, 2021, the Standing Committee of the National People's Congress of the PRC promulgated the Personal Information Protection Law of the PRC, which became effective on November 1, 2021. This 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, 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 bear responsibilities for their personal information handling activities, and shall adopt necessary measures to safeguard the security of the personal information they handle. Otherwise, the entities handling personal information could be ordered to correct, or suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties. The Personal Information Protection Law of the PRC further provides that the PRC authorities shall, in accordance with laws and international treaties and agreements concluded or participated in by the PRC, or in accordance with the principle of equality and reciprocity, handle requests from foreign judicial or law enforcement agencies for the provision of personal information stored in China and personal information processors shall not provide any personal information stored in the PRC to foreign justice or enforcement agencies without the approval of PRC government authorities.

### ***Regulation Related to Fire Control***

Pursuant to the PRC Fire Safety Law, which was promulgated by the Standing Committee of the National People's Congress and most recently amended on April 29, 2021, and the Interim Provisions on Administration of Fire Control Design Review and Acceptance of Construction Project promulgated by the Ministry of Housing and Urban-Rural Development, which took effect on June 1, 2020 and were most recently amended on August 21, 2023, the construction entity of a large-scale crowded venue (including the construction of a manufacturing plant whose size is over 2,500 square meters) and other special construction projects must apply for fire prevention design review with fire control authorities, and complete fire assessment inspection and acceptance procedures after the construction project is completed. The construction entity of other construction projects must complete the filing for fire prevention design and the fire safety completion inspection and acceptance procedures within five business days after passing the construction completion inspection and acceptance. If the construction entity fails to pass the fire safety inspection before such venue is put into use or fails to conform to the fire safety requirements after such inspection, it will be subject to (i) orders to suspend the construction of projects, the use of such projects, or the operation of the business, and (ii) a fine between RMB30,000 and RMB300,000.

### ***Regulation Related to Intellectual Property***

#### *Patent*

Patents in the PRC are principally protected under the Patent Law of the PRC. The Chinese patent system adopts a first-to-file principle. To be patentable, an invention or a utility model must meet three criteria: novelty, inventiveness and practicability. A patent is valid for twenty years in the case of an invention, ten years in the case of utility models and fifteen years in the case of designs.

#### *Copyright*

Copyright in the PRC, including copyrighted software, is principally protected under the Copyright Law of the PRC and related rules and regulations. Under the Copyright Law, the term of protection for copyrighted software is 50 years. The Regulation on the Protection of the Right to Communicate Works to the Public over Information Networks, as most recently amended on January 30, 2013, provides specific rules on fair use, statutory license, and a safe harbor for use of copyrights and copyright management technology and specifies the liabilities of various entities for violations, including copyright holders, libraries and internet service providers.

The Computer Software Copyright Registration Measures, promulgated by the National Copyright Administration on April 6, 1992 and amended on May 26, 2000 and February 20, 2002, regulates registrations of software copyright, exclusive licensing contracts for software copyright and assignment agreements. The National Copyright Administration administers software copyright registration and the Copyright Protection Center of China, is designated as the software registration authority. The Copyright Protection Center of China shall grant registration certificates to the Computer Software Copyrights applicants which meet the requirements of both the Computer Software Copyright Registration Measures and the Computer Software Protection Regulations (Revised in 2013).



### *Trademark*

Registered trademarks are protected under the Trademark Law of the PRC and related rules and regulations. Trademarks are registered with the Trademark office of National Intellectual Property Administration. Where registration is sought for a trademark that is identical or similar to another trademark which has already been registered or given preliminary examination and approval for use in the same or similar category of commodities or services, the application for registration of this trademark may be rejected. Trademark registrations are effective for a renewable ten-year period, unless otherwise revoked.

### *Domain Name*

Domain names are protected under the Administrative Measures on Internet Domain Names promulgated by the Ministry of Industry and Information Technology on August 24, 2017 and effective as of November 1, 2017. Domain name registrations are handled through domain name service agencies established under the regulations, and applicants become domain name holders upon successful registration.

### ***Regulations Related to Employment and Social Welfare***

#### *Labor Contract Law*

The PRC Labor Contract Law, which became effective on January 1, 2008 and amended on December 28, 2012, primarily aims at regulating rights and obligations of employer and employee relationships, including the establishment, performance, and termination of labor contracts. Pursuant to the PRC Labor Contract Law, labor contracts must be executed in writing if labor relationships are to be or have been established between employers and employees. Employers are prohibited from forcing employees to work above certain time limits and employers must pay employees for overtime work in accordance with national regulations. In addition, employee wages must not be lower than local standards on minimum wages and must be paid to employees in a timely manner.

#### *Social Insurance*

As required under the Regulation of Insurance for Labor Injury implemented on January 1, 2004 and amended on December 20, 2010, the Provisional Measures for Maternity Insurance of Employees of Corporations implemented on January 1, 1995, the Decisions on the Establishment of a Unified Program for Old-Aged Pension Insurance of the State Council of the PRC issued on July 16, 1997, the Decisions on the Establishment of the Medical Insurance Program for Urban Workers of the State Council of the PRC promulgated on December 14, 1998, the Unemployment Insurance Measures promulgated on January 22, 1999, and the PRC Social Insurance Law implemented on July 1, 2011 and amended on December 29, 2018, employers are required to provide their employees in China with welfare benefits covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, and medical insurance. These payments are made to local administrative authorities. Any employer that fails to make social insurance contributions may be ordered to rectify the non-compliance and pay the required contributions within a prescribed time limit and be subject to a late fee. If the employer still fails to rectify the failure to make the contributions within the prescribed time, it may be subject to a fine ranging from one to three times the amount overdue. On July 20, 2018, the General Office of the State Council of the PRC and the General Office of the Central Committee of the Communist Party of China issued the Plan for Reforming the State and Local Tax Collection and Administration Systems, which stipulated that the tax authorities are solely responsible for collecting social insurance premiums from January 1, 2019.

#### *Housing Fund*

In accordance with the Regulations on the Administration of Housing Funds, which was promulgated by the State Council of the PRC in 1999 and amended in 2002 and 2019, employers must register at the designated administrative centers and open bank accounts for depositing employees' housing funds. Employers and employees are also required to pay and deposit housing funds, with an amount no less than 5% of the monthly average salary of the employee in the preceding year in full and on time.

#### *Labor Dispatch*

Pursuant to the Labor Law of the PRC and Interim Provisions on Labor Dispatch, which were promulgated on 24 January 2014 and became effective on 1 March 2014, labor dispatch employment is a supplemental form which can only be adopted for temporary, auxiliary or alternative job positions. Temporary positions are positions subsisting for no more than nine months; auxiliary positions are positions of non-major business serving for major businesses; and alternative positions are positions that can be held by dispatched laborers for a certain period of time during which the former laborers are temporarily out of their positions for reasons. An employer is required to strictly control the number of dispatched laborers not to exceed 10% of the total number of its labor force.

## ***Regulations Related to Foreign Exchange and Dividend Distribution***

### ***Regulations Related to Foreign Currency Exchange***

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, which was promulgated by the State Council of the PRC on January 29, 1996, and most recently amended in 2008. Under PRC foreign exchange regulations, payments of current account items, such as profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities is required where RMB is to be converted into foreign currency and remitted out of China to pay capital account items, such as direct investments, repayment of foreign currency-denominated loans, repatriation of investments and investments in securities outside of China.

In 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment, as amended in May 2015, which substantially amends and simplifies the foreign exchange procedure. Pursuant to this circular, the opening of various special purpose foreign exchange accounts, such as pre-establishment expenses accounts, foreign exchange capital accounts and guarantee accounts, the reinvestment of RMB proceeds derived by foreign investors in the PRC, and remittance of foreign exchange profits and dividends by a foreign-invested enterprise to its foreign shareholders no longer require the approval or verification of SAFE, and multiple capital accounts for the same entity may be opened in different provinces, which was not possible previously. In February 2015, SAFE promulgated the Notice on Further Simplifying and Improving the Administration of the Foreign Exchange Concerning Direct Investment. Instead of applying for approvals regarding foreign exchange registrations of foreign direct investment and overseas direct investment from SAFE, entities and individuals may apply for such foreign exchange registrations from qualified banks. The qualified banks, under the supervision of SAFE, may directly review the applications and conduct the registration.

The PRC governmental authorities have gradually relaxed restrictions on the settlement of the foreign exchange capitals of foreign-invested enterprises in recent years. In March 2015, SAFE promulgated the Circular of General Affairs Department of SAFE on Reforming the Management Approach regarding the Settlement of Foreign Capital of Foreign-invested Enterprise, or SAFE Circular 19, which expands a pilot reform of the administration of the settlement of the foreign exchange capitals of foreign-invested enterprises nationwide. SAFE Circular 19 allows all foreign-invested enterprises established in the PRC to settle their foreign exchange capital on a discretionary basis according to the actual needs of their business operation, provides the procedures for foreign invested companies to use Renminbi converted from foreign currency-denominated capital for equity investments and removes certain other restrictions. However, SAFE Circular 19 continues to prohibit foreign-invested enterprises from, among other things, using RMB funds converted from their foreign exchange capital for expenditure beyond their business scope and providing entrusted loans or repaying loans between non-financial enterprises. SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or SAFE Circular 16, effective June 2016, which reiterates some of the rules set forth in SAFE Circular 19. SAFE Circular 16 provides that discretionary foreign exchange settlement applies to foreign exchange capital, foreign debt offering proceeds and remitted foreign listing proceeds, and the corresponding RMB capital converted from foreign exchange may be used to extend loans to related parties or repay inter-company loans (including advances by third parties). On October 23, 2019, SAFE issued Circular of the State Administration of Foreign Exchange on Further Promoting the Facilitation of Cross-border Trade and Investment, or SAFE Circular 28, which took effect on the same day. SAFE Circular 28 allows non-investment foreign-invested enterprises to use their capital funds to make equity investments in China as long as such investments do not violate the negative list and the target investment projects are genuine and in compliance with laws. 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 banks in advance for those domestic payments.

Pursuant to the Circular of the State Administration of Foreign Exchange on Optimizing Foreign Exchange Administration to Support the Development of Foreign-related Business promulgated and effective on April 10, 2020 by SAFE, the reform of facilitating the payments of incomes under the capital accounts will be promoted nationwide. Under the prerequisite of ensuring true and compliant use of funds and compliance and complying with the prevailing administrative provisions on use of income from capital projects, enterprises which satisfy the criteria are allowed to use income under the capital account, such as capital funds, foreign debt, and overseas listing, for domestic payment, without the need to provide proof materials for veracity to the bank beforehand for each transaction.

On December 4, 2023, SAFE issued the Notice on Further Deepening the Reform to Facilitate Cross-border Trade and Investment, which releases new foreign exchange management policies and revises some rules under SAFE Circular 16 and SAFE Circular 28. According to the previous notice, qualified small and medium-sized high-tech enterprises, enterprises that specialize in niche sectors, command a high market share and have strong innovative capacity and core technologies and technology-based enterprises may independently borrow foreign debts within the limit of the equivalent of USD5 million or 10 million (depend on its jurisdiction).

*Regulations Related to Dividend Distribution*

The principal regulations governing distribution of dividends of foreign-invested enterprises are included in the PRC Company Law. Under these laws and regulations, foreign-invested enterprises in China may pay dividends only out of their accumulated after-tax profits, if any, determined in accordance with China accounting standards and regulations. In addition, a PRC company, including a foreign-invested enterprise in China, is required to allocate at least 10% of its accumulated profits each year, if any, to fund certain reserve funds until these reserves have reached 50% of the registered capital of the enterprise. A PRC company may, at its discretion, allocate a portion of its after-tax profits based on China accounting standards to staff welfare and bonus funds. These reserves are not distributable as cash dividends.

*Regulations Related to Foreign Exchange Registration of Overseas Investment by PRC Residents*

In 2014, SAFE issued Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment Through Special Purpose Vehicles, or SAFE Circular 37. SAFE Circular 37 regulates foreign exchange matters in relation to the use of special purpose vehicles by PRC residents or entities to seek offshore investment and financing or conduct round trip investment in China. Under SAFE Circular 37, a "special purpose vehicle" 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 onshore or offshore assets or interests, while "round trip investment" refers to direct investment in China by PRC residents or entities through special purpose vehicles, namely, establishing foreign-invested enterprises to obtain ownership, control rights and management rights. SAFE Circular 37 provides that, before making a contribution into a special purpose vehicle, PRC residents or entities are required to complete foreign exchange registration with SAFE or its local branch.

In 2015, SAFE promulgated the Circular on Further Simplifying and Improving Foreign Exchange Administration Policy on Direct Investment, which has amended SAFE Circular 37 by 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. PRC residents or entities who had contributed legitimate onshore or offshore interests or assets to special purpose vehicles but had not registered as required before the implementation of SAFE Circular 37 must register their ownership interests or control in the special purpose vehicles with qualified banks. An amendment to the registration is required if there is a material change with respect to the special purpose vehicle registered, such as any change of basic information (including change of the PRC residents, name and operation term), increases or decreases in investment amount, transfers or exchanges of shares, and mergers or divisions. Failure to comply with the registration procedures set forth in SAFE Circular 37 and the subsequent notice, or making misrepresentations or failing to disclose the control of the foreign-invested enterprise that is established through round-trip investment, may result in restrictions being imposed on the foreign exchange activities of the foreign-invested enterprise, including payment of dividends and other distributions, such as proceeds from any reduction in capital, share transfer or liquidation, to its offshore parent or affiliate, and the capital inflow from the offshore parent, and may also subject PRC residents or entities to penalties under PRC foreign exchange administration regulations.

*Regulations Related to Stock Incentive Plans*

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. Under the notice and other rules and regulations, domestic individuals, which means the PRC residents and non-PRC citizens residing in China for a continuous period of not less than one year, subject to a few exceptions, who participate in a stock incentive plan in an overseas publicly-listed company are required to register with SAFE or its local branches and complete certain other procedures.

Participants of a stock incentive plan who are PRC residents must retain a qualified PRC agent, which could be a PRC subsidiary of the overseas publicly-listed company or another qualified institution selected by the PRC subsidiary, to conduct the SAFE registration and other procedures with respect to the stock incentive plan on behalf of its participants. The participants must also retain an overseas entrusted institution to handle matters in connection with their exercise of stock options, the purchase and sale of corresponding stocks or interests and fund transfers. In addition, the PRC agent is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan, the PRC agent or the overseas entrusted institution or other material changes. The PRC agents must, on behalf of the PRC residents who have the right to exercise the employee share options, apply to SAFE or its local branches for an annual quota for the payment of foreign currencies in connection with the PRC residents' exercise of the employee share options. The foreign exchange proceeds received by the PRC residents from the sale of shares under the stock incentive plans granted and dividends distributed by the overseas listed companies must be remitted into the bank accounts in the PRC opened by the PRC agents before distribution to such PRC residents. In addition, SAFE Circular 37 provides that PRC residents who participate in a share incentive plan of an overseas unlisted special purpose company may register with SAFE or its local branches before exercising rights.

### **Regulations Related to Tax**

#### *Enterprise Income Tax*

Under the Enterprise Income Tax Law of the PRC, which became effective on January 1, 2008 and was subsequently amended on February 24, 2017 and December 29, 2018, and its implementing rules, enterprises are classified as resident enterprises and non-resident enterprises. PRC resident enterprises typically pay an enterprise income tax at the rate of 25% while non-PRC resident enterprises without any branches in the PRC should pay an enterprise income tax in connection with their income from the PRC at the tax rate of 10%. An enterprise established outside of the PRC with its “*de facto* management bodies” located within the PRC is considered a “resident enterprise,” meaning that it can be treated in a manner similar to a PRC domestic enterprise for enterprise income tax purposes. The implementing rules of this law define a *de facto* management body as a managing body that in practice exercises “substantial and overall management and control over the production and operations, personnel, accounting, and properties” of the enterprise. Enterprises qualified as “High and New Technology Enterprises” are entitled to a 15% enterprise income tax rate rather than the 25% uniform statutory tax rate. The preferential tax treatment continues as long as an enterprise can retain its “High and New Technology Enterprise” status.

#### *Value-added Tax and Business Tax*

Pursuant to applicable PRC tax regulations, any entity or individual conducting business in the service industry is generally required to pay a business tax at the rate of 5% on the revenues generated from providing such services. However, if the services provided are related to technology development and transfer, such business tax may be exempted subject to approval by the tax authorities. Whereas, pursuant to the Provisional Regulations on Value-Added Tax of the PRC and their implementation regulations, unless otherwise specified by laws and regulations, any entity or individual engaged in the sales of goods, provision of processing, repairs and replacement services and importation of goods into China is generally required to pay a value-added tax for revenues generated from sales of products, while qualified input value-added tax paid on taxable purchase can be offset against such output value-added tax.

In November 2011, the Ministry of Finance and the State Administration of Taxation promulgated the Pilot Plan for Imposition of Value-Added Tax to Replace Business Tax. In March 2016, the Ministry of Finance and the State Administration of Taxation promulgated the Notice on Fully Promoting the Pilot Plan for Replacing Business Tax by Value-Added Tax, which became effective on May 1, 2016. Pursuant to the pilot plan and relevant notices, value-added tax is generally imposed in lieu of business tax in the modern service industries, including the value-added tax, on a nationwide basis. Value-added tax of a rate of 6% applies to revenue derived from the provision of some modern services. Certain small taxpayers under PRC law are subject to reduced value-added tax at a rate of 3%. Unlike business tax, a taxpayer is allowed to offset the qualified input value-added tax paid on taxable purchases against the output value-added tax chargeable on the modern services provided.

On April 4, 2018, the Ministry of Finance and the State Administration of Taxation issued the Notice on Adjustment of Value-added Tax Rates, which came into effect on May 1, 2018. According to the abovementioned notice, the taxable goods previously subject to value-added tax rates of 17% and 11% respectively become subject to lower value-added tax rates of 16% and 10% respectively starting from May 1, 2018. Furthermore, according to the Announcement on Relevant Policies for Deepening Value-added Tax Reform jointly promulgated by the Ministry of Finance, the State Administration of Taxation and the General Administration of Customs, which became effective on April 1, 2019, the taxable goods previously subject to value-added tax rates of 16% and 10% respectively become subject to lower value-added tax rates of 13% and 9% respectively starting from April 1, 2019.

### *Dividend Withholding Tax*

The Enterprise Income Tax Law and its implementing rules provide that since January 1, 2008, an income tax rate of 10% will normally be applicable to dividends declared to non-PRC resident investors that do not have an establishment or place of business in China, or that have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent such dividends are derived from sources within China.

Pursuant to the Arrangement Between the Mainland of China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital, and other applicable PRC laws, if a Hong Kong resident enterprise is determined by the competent PRC tax authority to have met the conditions and requirements under this arrangement and other applicable laws, the 10% withholding tax on the dividends the Hong Kong resident enterprise receives from a PRC resident enterprise may be reduced to 5%. However, based on the Circular on Certain Issues with Respect to the Enforcement of Dividend Provisions in Tax Treaties issued on February 20, 2009, if the PRC tax authorities determine, in their discretions, that a company benefits from such reduced income tax rate due to a structure or arrangement that is primarily tax-driven, such PRC tax authorities may adjust the preferential tax treatment. Pursuant to the Circular on Several Questions regarding the “Beneficial Owner” in Tax Treaties, which was issued on February 3, 2018 by the State Administration of Taxation and became effective on April 1, 2018, when determining the applicant’s status as the “beneficial owner” regarding tax treatments in connection with dividends, interests, or royalties in the tax treaties, several factors, including, without limitation, whether the applicant is obligated to pay more than 50% of his or her income in twelve months to residents in third country or region, whether the business operated by the applicant constitutes the actual business activities, and whether the counterparty country or region to the tax treaties does not levy any tax or grant any tax exemption on relevant incomes or levy tax at an extremely low rate, will be taken into account, and such factors will be analyzed according to the actual circumstances of the specific cases. This circular also provides that an applicant who intends to prove his or her status as the “beneficial owner” must submit the documents to the tax bureau pursuant to the Announcement on Issuing the Measures for the Administration of Non-Resident Taxpayers’ Enjoyment of the Treatment under Tax Agreements.

### *Tax on Indirect Transfer*

On February 3, 2015, the State Administration of Taxation issued the Circular on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Circular 7. Pursuant to SAT Circular 7, an “indirect transfer” of assets, including equity interests in a PRC resident enterprise, by non-PRC resident enterprises, may be recharacterized and treated as a direct transfer of PRC taxable assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax. When determining whether there is a ‘reasonable commercial purpose’ in the transaction arrangement, features to be taken into consideration include, *inter alia*, whether the main value of the equity interest of the offshore enterprise derives directly or indirectly from PRC taxable assets; whether the assets of the offshore enterprise mainly consists of direct or indirect investment in China or if its income is mainly derived from China; and whether the offshore enterprise and its subsidiaries directly or indirectly holding PRC taxable assets have a real commercial nature which is evidenced by their actual function and risk exposure. Pursuant to SAT Circular 7, where the payer fails to withhold any or sufficient tax, the transferor shall declare and pay such tax to the tax authority by itself within the statutory time limit. Late payment of applicable tax will subject the transferor to default interest. SAT Circular 7 does not apply to transactions of sale of shares by investors through a public stock exchange where such shares were acquired on a public stock exchange. On October 17, 2017, the State Administration of Taxation issued the Circular on Issues of Tax Withholding Regarding Non-PRC Resident Enterprise Income Tax, or SAT Circular 37, which was amended by the Announcement of the State Administration of Taxation on Revising Certain Taxation Normative Documents issued on June 15, 2018 by the State Administration of Taxation. SAT Circular 37 also elaborates the implemental rules regarding the calculation, reporting, and payment obligations of the withholding tax by the non-resident enterprises. Nonetheless, there remain uncertainties as to the interpretation and application of SAT Circular 7. SAT Circular 7 may be determined by the tax authorities to be applicable to our offshore transactions or sale of our shares or those of our offshore subsidiaries where non-resident enterprises, being the transferors, were involved.

### ***Regulations Related to Anti-Monopoly and Anti-Unfair Competition***

The PRC Anti-Monopoly Law, which was promulgated on August 1, 2008 and most recently amended on June 24, 2022 by the Standing Committee of the National People’s Congress of the PRC provides the regulatory framework for the PRC anti-monopoly. Under this law, the prohibited monopolistic acts include monopolistic agreements, abuse of a dominant market position and concentration of businesses that may have the effect to eliminate or restrict competition.



Pursuant to this law, a business operator that possesses a dominant market position is prohibited from abusing its dominant market position, including conducting the following acts: (i) selling commodities at unfairly high prices or buying commodities at unfairly low prices; (ii) without justifiable reasons, selling commodities at prices below cost; (iii) without justifiable reasons, refusing to enter into transactions with their trading counterparts; (iv) without justifiable reasons, allowing trading counterparts to make transactions exclusively with itself or with the business operators designated by it; (v) without justifiable reasons, tying commodities or imposing unreasonable trading conditions to transactions; (vi) without justifiable reasons, applying differential prices and other transaction terms among their trading counterparts who are on an equal footing; and (vii) other acts determined as abuse of dominant market position by the governmental authorities. “Concentration of undertakings” means any of the following: (i) merger of undertakings; (ii) acquisition of control over another undertaking by acquiring equity or assets; or (iii) acquisition of control over, or exercising decisive influence on, another undertaking by contract or by any other means. In addition, pursuant to the PRC Anti-Monopoly Law and regulations, entering into monopolistic agreements, which means agreements or concerted practices to eliminate or restrict competition, are prohibited, unless such agreements satisfy the specific exemptions prescribed therein, such as improving technologies or increasing the efficiency and competitiveness of small and medium-sized undertakings.

The PRC Anti-Monopoly Law, which was amended in June 2022 and became effective on August 1, 2022, increases the fines for illegal concentration of business operators to no more than ten percent of its last year’s sales revenue if the concentration of business operator has or may have an effect of excluding or limiting competitions, or a fine of up to RMB5 million if the concentration of business operator does not have an effect of excluding or limiting competition. It also provides that the authorities shall investigate a transaction where there is any evidence that the concentration has or may have the effect of eliminating or restricting competitions, even if such concentration does not reach the filing threshold. In addition, the amended law introduces a “stop-clock mechanism” which may prolong the review process for the concentration.

On September 11, 2020, the Anti-Monopoly Committee of the State Council of the PRC issued the Anti-Monopoly Compliance Guideline for Operators, which provides general guidance on compliance management system, compliance risk focus, compliance risk management, and compliance management guarantee on the basis of this law to encourage the operators prevent the compliance risk of this law.

In February 2021, the Anti-Monopoly Committee of the State Council of the PRC published the Anti-Monopoly Guidelines for the Platform Economy Sector. The Anti-Monopoly Guidelines for the Platform Economy Sector are consistent with the Anti-Monopoly Law and prohibit monopolistic conduct such as entering into monopoly agreements, abusing market dominance and concentration of undertakings that may have the effect to eliminate or restrict competition in the field of platform economy. More specifically, the Anti-Monopoly Guidelines for the Platform Economy Sector outline certain practices that may, if without justifiable reasons, constitute abuse of a dominant position, including without limitation, discriminating customers in terms of pricing and other transactional conditions by virtue of big data and analytics, coercing counterparties into monopolistic arrangements, using technological means to block competitors’ interface, using bundled services to sell services or products, and compulsory collection of users’ unnecessary data. Besides, the Anti-Monopoly Guidelines for the Platform Economy Sector expressly state that concentration involving variable interest entity will also be subject to antitrust filing requirements, and therefore will also fall within the scope of the antitrust review.

If business operators fail to comply with this law or other regulations, the anti-monopoly agency is empowered to cease the activities, unwind the transactions, and confiscate illegal gains and fines.

On August 17, 2021, the State Administration for Market Regulation issued the Provisions on Preventing Online Unfair Competition (Draft for Public Comments), which aim to regulate the unfair competition behaviors of business operators through Internet and other information networks. These provisions provide, among others, business operators should not use any technical means to impede, interfere or conduct unfair competition behaviors.

On November 15, 2021, the State Administration for Market Regulation published the Overseas Anti-monopoly Compliance Guidelines for Enterprises, which are aimed at helping PRC companies establish and strengthen overseas anti-monopoly compliance systems to reduce overseas anti-monopoly compliance risks. The guidelines apply to both PRC enterprises that conduct business and operation overseas and PRC enterprises that conduct business and operations in the PRC and may have certain impacts on overseas markets, in particular for those that conduct import and export trade, overseas investments, acquisition, transfer or license of intellectual properties and tendering and bidding activities.



In December 2021, the NDRC and other eight governmental authorities jointly issued the Opinions on Promoting the Standardized, Healthy and Sustainable Development of the Platform Economy, which provide guidelines on regulating various aspects of online platform businesses in China, including, among other, anti-monopoly, unfair competition, platform-related price behaviors, investments in financial institutions and user data issues in the internet platform economy, to promote the industry's sound and sustained development.

On March 10, 2023, the State Administration for Market Regulation issued the Provisions on the Review of Concentrations of Undertakings, which became effective on April 15, 2023. Pursuant to these provisions, when determining a business operator's acquisition of the control over other business operators or its decisive influence on other operators by virtue of contract or any other means, factors such as the purpose of transactions, the ownership structure of other operators, voting matters and voting mechanisms of other business operators' general meetings, composition and voting mechanism of other business operators' board of directors shall be taken into consideration. The business operators involved in the concentration of undertakings shall report to the State Administration for Market Regulation in advance where such concentration of undertakings concludes the thresholds of declaration, and such concentration of undertakings shall not be implemented without such declaration and approval.

On January 22, 2024, the State Council issued the Provisions of the State Council on the Threshold for the Filing of Concentration of Undertakings, which became effective on the same day. The provisions significantly increased the turnover thresholds to trigger merger control filings in mainland China. Specifically, a transaction that satisfies one of the following conditions must be notified to the State Administration for Market Regulation: (i) the aggregate turnover of all business operators concerned in the concentration exceeds RMB12 billion on a global basis (increased from the previous threshold of RMB10 billion) in the preceding financial year and each of at least two of them generated turnover in mainland China exceeds RMB800 million (increased from the previous threshold of RMB400 million) in the preceding financial year; or (ii) the aggregate turnover in mainland China of all the business operators concerned in the concentration exceeds RMB4 billion (increased from the previous threshold of RMB2 billion) in the preceding financial year and each of at least two of them generated turnover in mainland China exceeds RMB800 million (increased from the previous threshold of RMB400 million) in the preceding financial year. In addition, the provisions also provide that a transaction must be reported to anti-monopoly authority if there is evidence indicating that the concentration of business operator has or may have an effect of excluding or limiting competition, the anti-monopoly authority may order the operators to file for clearance, regardless of the threshold standard.

#### ***Regulations on M&A Rules and Overseas Listings***

On August 8, 2006, six PRC regulatory agencies, including the CSRC, adopted the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, which became effective on September 8, 2006 and was amended on June 22, 2009. Foreign investors shall comply with the M&A Rules when they purchase equity interests of a domestic company or subscribe 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, purchase the assets of a domestic company and operate the assets; 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 purport, among other things, to require offshore special purpose vehicles formed for overseas listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals, to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. However, the PRC Foreign Investment Law has partly replaced the M&A Rules in terms of its rules on equity or assets acquisition of a non-related domestic company by a foreign investor. As for equity/assets acquisition of a related domestic company by a foreign investor, such activity shall still be subject to the M&A Rules.

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

On February 17, 2023, the China Securities Regulatory Commission, or the CSRC, issued the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies and five supporting guidelines, which became effective on March 31, 2023. Pursuant to the measures, PRC domestic companies that directly or indirectly seek to offer or list their securities on an overseas stock exchange, including a PRC company limited by shares and an offshore company whose main business operations are in mainland China and intends to offer securities or be listed on an overseas stock exchange based on its onshore equities, assets, incomes or similar interests, are required to file with the CSRC within three business days after submitting their application documents to the regulator in the place of intended listing or offering. Particularly, as for the PRC domestic companies that have directly or indirectly listed securities in overseas markets intend to conduct follow-on offerings in overseas markets, such companies are required to submit the filing with respect to the follow-on offering within three business days after completion of the follow-on offering. Failure to complete the filing under the measures, concealing any material fact or falsifying any major content in its filing documents may subject the company to administrative penalties, such as order to rectify, warnings, fines. Its controlling shareholders, actual controllers, direct officers-in-charge and other direct personnel-in-charge may also be subject to administrative penalties, such as warnings and fines. On February 17, 2023, the CSRC also issued the Notice on Administration of the Filing of Overseas Offering and Listing by Domestic Companies and held a press conference for the release of the measures, which, among others, clarified that the companies in mainland China that have been listed overseas before March 31, 2023 are not required to file with the CSRC immediately, but these companies should complete filing with the CSRC for their refinancing activities and future offerings in accordance with the measures. Based on the foregoing, we are not required to complete filing with the CSRC for our prior overseas offerings at this stage, but we may be subject to the filing requirements for our future capital raising activities under the measures.

Pursuant to the measures, when determining whether an offering and listing shall be deemed as “an indirect overseas offering and listing by a Chinese company,” the principle of “substance over form” shall be followed, and if the issuer meets the following conditions simultaneously, its offering and listing shall be determined as an “indirect overseas offering and listing by a Chinese company” and is therefore subject to the filing requirement: (a) the revenues, profits, total assets or net assets of the domestic companies in mainland China in the most recent financial year accounts for more than 50% of the corresponding financial indicators in the issuer’s audited consolidated financial statements for the same period; and (b) the main business activities or operations are conducted in mainland China or its principal places of business are located in mainland China, or the majority of senior management in charge of business operation are Chinese citizens or domiciled in mainland China, and. The measures also require subsequent report to the CSRC on material events, such as material change in principal business and change of control.

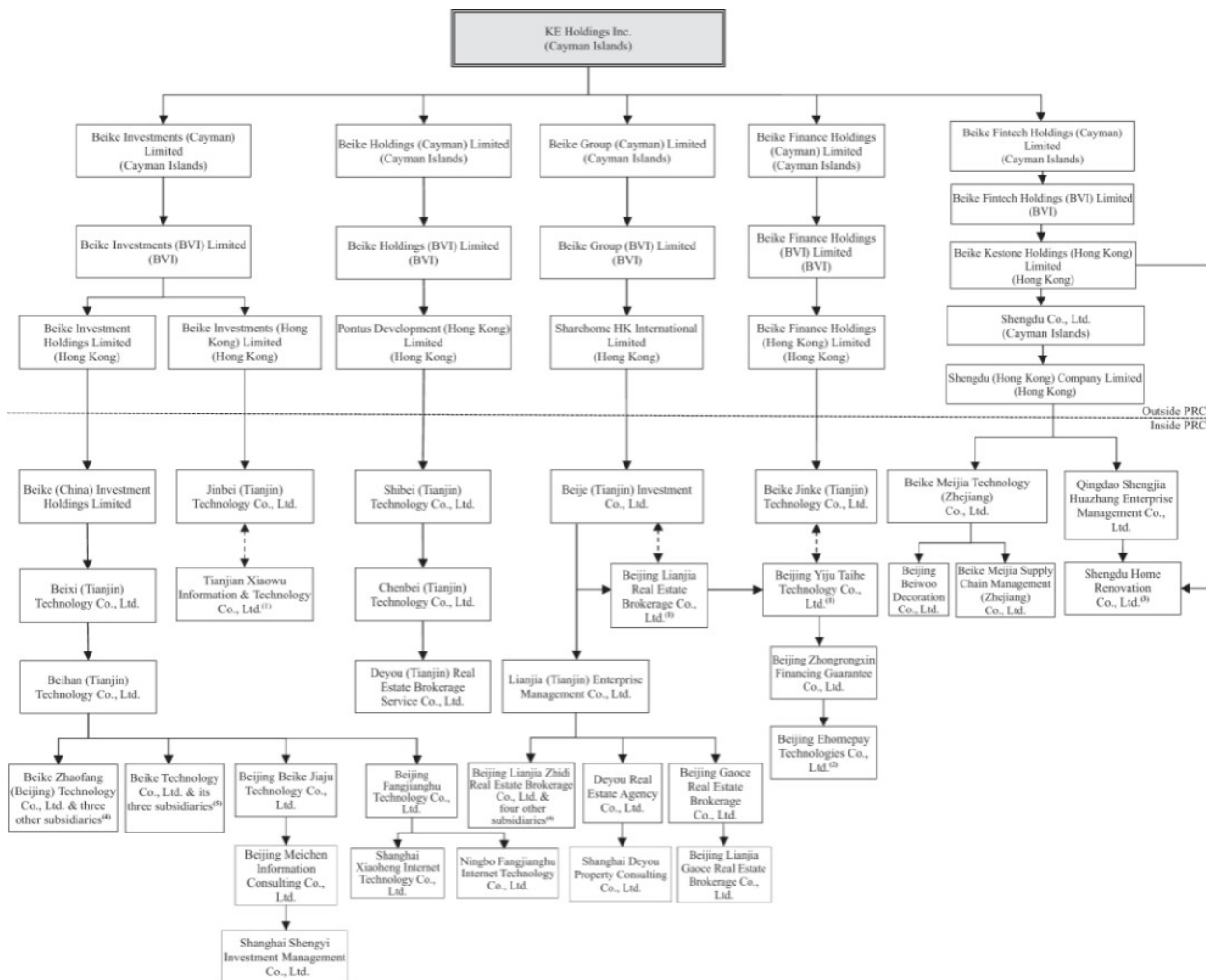
In addition, pursuant to the measures, enterprises in mainland China is prohibited from overseas offering and listing under any of the following circumstances, if (i) the overseas offering and listing is explicitly prohibited by PRC laws; (ii) the overseas offering and listing may constitute a threat to or endanger national security as determined by PRC authorities; (iii) the domestic enterprises and their controlling shareholders and actual controllers have committed certain criminal offenses (such as corruption, bribery, embezzlement, misappropriation of property or other criminal offenses undermining the order of the socialist market economy) in the past three years; (iv) the domestic enterprises are currently under investigations in connection with suspicion of having committed criminal offences or material violations of applicable laws and regulations and there is still no explicit conclusion; or (v) there is material ownership disputes over the shareholdings held by the controlling shareholder or the shareholder under the control of the controlling shareholder or the actual controllers.

On February 24, 2023, the CSRC, jointly with other governmental authorities, published issued the Provisions on Strengthening the Confidentiality and Archive Management Work Relating to the Overseas Securities Offering and Listing by Domestic Companies, which became effective on March 31, 2023. Pursuant to these provisions, mainland China-based companies that offer and list securities in overseas markets shall establish confidentiality and archives system. The “mainland China-based companies” refer to companies in mainland China limited by shares which are directly listed in the overseas capital market and the domestic operation entities of an offshore company being indirectly listed in a foreign stock exchange. The mainland China-based companies shall obtain approval from the authorities and file with the confidential administration department at the same level when providing or publicly disclosing documents and materials related to state secrets or secrets of the government authorities to the securities companies, securities service agencies or the offshore regulatory authorities, or providing or publicly disclosing such documents and materials through its offshore listing entity. In addition, the mainland China-based companies shall complete corresponding procedures when (i) providing or publicly disclosing documents and materials which may adversely affect national security and public interest to the securities companies, securities service agencies or the offshore regulatory authorities; (ii) providing or publicly disclosing such documents and materials through its offshore listing entity; or (iii) providing accounting files or copies to security companies, security service institutions, overseas regulators and individuals. The mainland China-based companies are also required to provide written statements on the implementation of the aforementioned rules to the securities companies and securities service agencies. If a mainland China-based company finds that the documents and materials related to state secrets or secrets of the government authorities or other materials which may adversely affect national security and public interest have been leaked or are going to be leaked, it should take remedial measures immediately and report to the authorities.

For other details of our business please refer to the section headed “Business Review and Outlook” in our Annual Results Announcement for the year ended December 31, 2023 as furnished with the SEC on Form 6-K on March 15, 2024.

### C. Organizational Structure

The following diagram illustrates our corporate structure, including our principal subsidiaries, principal VIEs and their principal subsidiaries, and other entities that are material to our business, as of the date of this annual report:



Equity interest  
 Contractual arrangements. For more details, see "Item 4. Information on the Company—C. Organizational Structure—Contractual arrangements with the VIEs and their Shareholders."

Notes:

- (1) The registered shareholders of Beijing Lianjia are (i) Mrs. ZUO, Mr. SHAN Yigang, Mr. XU Wangang and entities controlled by Mr. PENG Yongdong or Mr. SHAN Yigang, holding 57% equity interests in aggregate; (ii) Beike (Tianjin) Investment Co., Ltd., holding 30% equity interests; and (iii) several other individuals and entities associated with us, holding 13% equity interests in aggregate. Mrs. ZUO is the spouse of Mr. ZUO Hui, our founder and permanent chairman emeritus, and a principal shareholder of us. Each of Mr. PENG Yongdong, Mr. SHAN Yigang and Mr. XU Wangang is our director. The registered shareholders of Tianjin Xiaowu are Mrs. ZUO and Mr. SHAN Yigang, holding 94% and 6% equity interests, respectively. The registered shareholders of Yiju Taihe are (i) Beijing Lianjia, holding 80% equity interests; (ii) Mrs. ZUO, Mr. SHAN Yigang, Mr. XU Wangang and entities controlled by Mrs. ZUO or Mr. SHAN Yigang, holding 17% equity interests in aggregate; and (iii) several other individuals and entities associated with us, holding 3% equity interests in aggregate. The registered shareholders of Beijing Beijia Commercial Consultancy Co., Ltd. are (i) Mr. PENG Yongdong and Mr. XU Tao, holding 50% equity interests in aggregate; and (ii) several other individuals associated with us, holding 50% equity interests in aggregate. The registered shareholders of Beijing Beihao Commercial Consultancy Co., Ltd. are (i) Mr. XU Wangang, holding 4% equity interests; and (ii) several other individuals affiliated with us, holding 96% equity interests in aggregate.
- (2) Beijing Zhongrongxin Financing Guarantee Co., Ltd. owns 95% of the total equity interest, and Beijing Zhonghetai Investment Consulting Co., Ltd., a wholly-owned subsidiary of Yiju Taihe, owns the remaining 5%.
- (3) Qingdao Shengjia Huazhang Enterprise Management Co., Ltd. owns 94% of the total equity interest, and Beike Kestone Holdings (Hong Kong) Limited owns the remaining 6%.
- (4) Shanghai Chenhaibei Internet Technology Co., Ltd., Tianjin Haibei Information & Technology Co., Ltd. and Shanghai Huibeiju Technology Co., Ltd.
- (5) Beike Zhaofang Technology Co., Ltd., Tianjin Haibei Technology Service Co., Ltd. and Shanghai Haibi Technology Co., Ltd., the subsidiary of Beike Zhaofang Technology Co., Ltd.
- (6) Beijing Fangyuan Real Estate Consulting Services Co., Ltd., Beijing Lianjia Rongsheng Management Consulting Co., Ltd., Sichuan Lianjia Real Estate Brokerage Co., Ltd., and Beijing Xinfu Home Rental Co., Ltd., one of the subsidiaries of Beijing Lianjia Rongsheng Management Consulting Co., Ltd.

**Contractual Arrangements with the VIEs and Their Shareholders**

Current PRC laws and regulations impose certain restrictions or prohibitions on foreign ownership of companies that engage in value-added telecommunication services and certain financial services. We are an exempted company incorporated in the Cayman Islands. See “Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Foreign Investment.” Our WFOEs are considered as foreign-invested enterprises. The following is a summary of the currently effective contractual arrangements by and among our WFOEs, the VIEs and their respective shareholders. Terms contained in each set of contractual arrangements with the VIEs and their respective shareholders are substantially similar. These contractual arrangements enable us to (i) direct activities of the VIEs that most significantly affect the economic performance of the VIEs; (ii) receive economic benefits from the VIEs that could be significant to the VIEs; (iii) have the pledge right over the equity interests in the VIEs as the pledgee; and (iv) have an exclusive option to purchase all or part of the equity interests in and assets of the VIEs when and to the extent permitted by PRC law.

***Arrangements that make us the primary beneficiary of the VIEs***

***Power of Attorney Agreements.*** Pursuant to the power of attorney agreements among our WFOEs, the VIEs and their respective shareholders, each shareholder of the VIEs (other than the shareholder being WFOE itself) irrevocably undertakes to appoint the WFOE, or a PRC citizen designated by the WFOE (including but not limited to directors and their successors and liquidators replacing the directors but excluding those non-independent or who may give rise to conflict of interests) as his/its attorney-in-fact to exercise all of his/its rights as a shareholder of the VIEs, including, but not limited to, the right to convene and attend shareholders’ meeting, file documents with the competent authorities, vote on any resolution that requires a shareholder vote, sign minutes, approve amendments to the articles of association, nominate or appoint the legal representatives, directors, supervisors, general manager and other senior management of the VIEs, and other voting rights pursuant to the articles of association (subject to the amendments) of the VIEs. Each power of attorney agreement is irrevocable and remains in effect as long as the shareholder continues to be a shareholder of the VIEs.

**Equity Pledge Agreements.** Pursuant to the equity pledge agreements among our WFOEs, the VIEs and their respective shareholders, shareholders of the VIEs pledged all of their respective equity interests in the VIEs (other than the shareholder being WFOE itself) to our WFOEs as security for performance of the obligations of the VIEs and their shareholders under the exclusive business cooperation agreements, the power of attorney agreements, the exclusive option agreements and the equity pledge agreements. As of the date of this annual report, we have registered all such equity pledges in the VIEs with the local branch of the State Administration for Market Regulation in accordance with PRC laws to perfect their respective equity pledges. After the completion of the equity pledge registrations, in the event of a breach by the VIEs or their shareholders of contractual obligations under these agreements, our WFOEs, as pledgee, will have the right to request for enforcement of the pledge and have the priority right to receive the proceeds from auction or sale of the pledged equity interests in the VIEs. The shareholders of the VIEs also undertake that, during the term of the equity pledge agreements, unless otherwise approved by our WFOEs in writing, they will not transfer the pledged equity interests or create or allow any new pledge or other encumbrance on the pledged equity interests. The pledges of equity interests under the equity pledge agreements take effect upon the completion of registration with the local branch of the State Administration for Market Regulation in accordance with PRC laws and shall remain valid until (i) after all the contractual obligations of the VIEs and their shareholders under the contractual arrangements have been fully performed and all the outstanding debts of the VIEs and their shareholders under the contractual arrangements have been fully paid, or (ii) all the equity interests in the VIEs have been transferred to our WFOEs to the extent permitted by the PRC laws and regulations (where applicable).

**Spousal Consent Letters.** Pursuant to the spousal consent letters, each of the spouses of the applicable individual shareholders of the VIEs acknowledges and confirms the execution of the exclusive business cooperation agreement, equity pledge agreement, exclusive option agreement and power of attorney agreement, and unconditionally and irrevocably agrees that the equity interest in the VIEs held by and registered in the name of his or her respective spouse will be disposed of pursuant to these agreements. In addition, each of them agrees not to assert any rights over the equity interest in the VIEs held by his or her respective spouses. In addition, in the event that any of them obtains any equity interest in the VIEs held by their respective spouses for any reason, such spouses agree to be bound by similar obligations and agree to enter into similar contractual arrangements.

***Agreements that allow us to receive economic benefits from the VIEs***

**Exclusive Business Cooperation Agreements.** Pursuant to the exclusive cooperation agreements among our WFOEs and the VIEs, respectively, our WFOEs have the exclusive right to provide the VIEs with services related to, among other things, comprehensive technical support and consulting services. Without prior written consent of our WFOEs, the VIEs agree not to directly or indirectly accept the same or any similar services provided by any others and shall not establish similar corporation relationship with any others regarding the matters ascribed by the exclusive business cooperation agreements. The VIEs agree to pay our WFOEs services fees, the amount of which will be 100% of the total consolidated profit of the VIEs, after the deduction of any accumulated deficit of the VIEs in respect of the preceding financial years, operating costs, expenses and taxes or any other amount determined by our WFOEs, with reference to the working capital needs of the VIEs. Our WFOEs have the exclusive ownership of intellectual property rights created as a result of the performance of the agreements. The agreements will remain effective unless terminated in accordance with the provisions of the exclusive cooperation agreements or terminated in writing by the WFOEs. Unless otherwise required by applicable PRC laws, the VIEs shall not have any right to terminate the exclusive cooperation agreements unilaterally in any event.



***Agreements that provide us with the option to purchase the equity interests in the VIEs***

***Exclusive Option Agreements.*** Pursuant to the exclusive option agreements among our WFOEs, the VIEs and their respective shareholders, the shareholders of each of the VIEs (other than the shareholder being WFOE itself) irrevocably grant the respective WFOE 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 their equity interests in the VIEs. The purchase price with respect to the equity interests in the VIEs shall be the amount of paid-in capital or the lowest price permitted by applicable PRC law. The shareholders of the VIEs also undertake that subject to the PRC laws, they will return to our WFOEs or their designated person any consideration they receive in the event that any of the WFOEs exercises the options under the exclusive option agreements to acquire the equity interests in the VIEs. The shareholders of the VIEs also undertake to pay to our WFOEs any dividends and other distributions they receive in relation to the equity interests they held in the VIEs, to the extent permitted by PRC law. The shareholders of the VIEs undertake that, without prior written consent of our WFOEs, they will not create any pledge or encumbrance on their equity interests in the VIEs, approve any transfer or in any manner disposal of their equity interests, or any disposition of any assets of the VIEs (other than limited exceptions). The shareholders of each of the VIEs agree, among other things, without prior written consent of our WFOEs, not to cause the VIEs to merge with any other entities, increase or decrease its registered capital, declare or distribute dividends, amend its articles of association, enter into any material contract (other than those occurring in the ordinary course of business), be liquidated or dissolved (unless mandated by PRC laws), incur any debts (except for payables incurred in the ordinary course of business other than through loans), or undertake any actions that may adversely affect the VIEs' operating status and asset value. The shareholders of the VIEs also agree to appoint the directors and senior management designated by our WFOEs. These agreements will remain effective till all of the equity interests of the VIEs have been transferred to our WFOEs and/or their designated persons, or the parties to such agreements agree to terminate the agreement. Unless otherwise required by applicable PRC laws, the VIEs and their respective shareholders shall not have any right to terminate these agreements unilaterally in any event.

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

- the current ownership structures of our WFOEs and the VIEs do not violate applicable PRC laws or regulations currently in effect; and
- each of the agreements under the contractual arrangements among our WFOEs, the VIEs and their respective shareholders governed by PRC law currently is valid and binding, and do not violate applicable PRC laws or regulations currently in effect.

However, we have been further advised by our PRC legal counsel that the interpretation and application of current and future PRC laws, regulations and rules are still evolving. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to or otherwise different from the above opinions of our PRC legal counsel. If the PRC government finds that the agreements that establish the structure for operating our business do not comply with PRC government restrictions on foreign investment in our businesses, we could be subject to severe penalties including being prohibited from continuing operations. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure—If the PRC government finds that the agreements that establish the structure for operating some of our operations in China do not comply with PRC regulations relating to 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. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The PRC legal system is evolving, which leads to uncertainties that could materially and adversely affect us.”

#### **D. Property, Plant and Equipment**

We are headquartered in Beijing where we leased an aggregate area of approximately 57,000 square meters as of December 31, 2023 for office space. We leased approximately 7,900 facilities as of December 31, 2023 primarily for real estate brokerage stores we operate under *Lianjia* brand across 25 cities in China and home renovation and furnishing service stores we operate across 51 cities in China. We owned a facility of approximately 55,210 square meters as of December 31, 2023 as our training center, *Huaqiao Academy*, in Kunshan, Jiangsu Province, China. We also owned a facility of approximately 120,300 square meters as of December 31, 2023 in Jinhua, Zhejiang Province, China as our home renovation and furnishing factory and its ancillary rooms.

#### **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 contains forward-looking statements that involve risks and uncertainties about our business and operations. Our actual results and the timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those we describe under “Item 3. Key Information—D. Risk Factors” and elsewhere in this annual report on Form 20-F.*

##### **A. Operating Results**

###### **Overview**

Beike is the leading integrated online and offline platform for housing transactions and services. We are a pioneer in building the industry infrastructure and standards to reinvent how service providers and customers efficiently navigate and complete housing transactions and services in China, ranging from existing and new home sales, home rentals, to home renovation and furnishing, and other services. We believe our proactive engagement with platform participants both online and offline enables us to know them better and serve them better. In 2023, we facilitated approximately 4.4 million housing transactions on our platform with an aggregate GTV of RMB3,142.9 billion (US\$442.7 billion).

We have four main revenue streams, namely existing home transaction services, new home transaction services, home renovation and furnishing, and emerging and other services. For existing home transaction services, we generate revenues (i) from our own *Lianjia* brand where we charge commissions for existing home sales and home rentals, and split of commissions from other brokerage firms that operate brokerage stores on our *Beike* platform in collaboration with *Lianjia* agents to complete transactions, (ii) from brokerage firms which own and operate brokerage stores on our *Beike* platform where we receive platform service fees, and those under our franchise brands such as *Deyou* to which we charge an additional franchise fee, and (iii) by providing other value-added services including transaction closing services, field work assistance such as on-site verification, agent recruiting and training services. For new home transaction services, we recognize revenues from sales commissions charged to real estate developers. For home renovation and furnishing, we generate revenues by providing renovation and furnishing services to customers. In addition, we generate revenues from a variety of other housing related services, including financial services and other newly developed businesses, such as our *Carefree Rent* model rental property management business.

Our total revenues decreased by 24.9% from RMB80.8 billion in 2021 to RMB60.7 billion in 2022 and increased by 28.2% to RMB77.8 billion (US\$11.0 billion) in 2023. We recorded net losses of RMB525 million in 2021 and RMB1,397 million in 2022, and a net income of RMB5,890 million (US\$830 million) in 2023.

###### **General Factors Affecting Our Results of Operations**

We primarily engage in the housing related industry and are building an infrastructure for all industry participants in China. Activity level on our platform is greatly influenced, temporarily or in the long term, by the overall growth and prosperity of the housing related industry, which in turn is affected by many factors, including:

- China’s overall economic growth,
- the increase in per capita disposable income,
- the change in price, supply and demand dynamics in different geographic regions,
- the urbanization trend and demographic changes, and

· regulatory environment for China's housing related industry and the financial condition of the industry players.

In particular, the evolving regulations have significantly affected the growth of China's housing related industry. The resulting fluctuations have affected the demand for real estate brokerage services. We expect the development of China's housing related industry, especially the penetration of brokerage services for housing transactions and services, to continue to have significant impacts on our results of operations in the foreseeable future.

### **Specific Factors Affecting Our Results of Operations**

While our business is exposed to general factors affecting the housing related industry in China, we believe our results of operations are primarily and more directly affected by the following specific factors:

#### ***Our ability to attract housing customers and enhance customer experience***

Our ability to attract housing customers through facilitating housing transaction and providing home renovation and furnishing, and home rental services to housing customers affects our transaction volume, which directly affects our net revenues. Home ownership involves difficult decisions by most housing customers. Therefore, they tend to choose brokerage stores and agents that are most reliable and efficient in locating the ideal property and completing the transaction, and can provide high service quality and transparency. Our deep understanding of China's housing market and goodwill accumulated through our 22 years of operation have helped us gain trust from housing customers. In 2021, 2022 and 2023, we facilitated 4.5, 3.8 and 4.4 million housing transactions on our platform, respectively, and recorded a GTV of RMB3,853 billion, RMB2,609.6 billion and RMB3,142.9 billion (US\$442.7 billion) in aggregate, respectively.

We believe we are able to attract housing customers mainly through our online and offline touch points, extensive and authentic property listings, and high-quality services rendered by agents on our platform, which collectively enhance our ability to help buyers and sellers meet their objectives efficiently. We aim to attract and retain more housing customers through our continuing efforts in enhancing customer experience, such as improving the service quality of the agents on our platform, introducing innovative technologies and initiatives such as VR property showing and one-stop transaction service centers, and improving our platform infrastructure. As we gain trust from customers through our services, they often refer us to their families, friends and contacts, and return to us when they have other housing related needs, be it home rentals, home renovation and furnishing, or other services.

#### ***Our ability to attract and retain real estate brokerage stores and agents on our platform***

The gross transaction value on our platform and our platform service fees are also affected by the number of real estate brokerage stores and agents on our platform and their activity level. Since the inception of our *Beike* platform, we have attracted real estate brokerage stores and agents to join our platform while maintaining high service quality. As of December 31, 2023, there were over 397,000 active agents and approximately 42,000 active stores, representing 256 real estate brokerage brands, whereas there were over 349,000 active agents and over 37,400 active stores as of December 31, 2022, and over 406,000 active agents and over 45,000 active stores as of December 31, 2021.

Real estate brokerage stores and agents are attracted to our platform by the access to the extensive authentic property listing database, the large number of housing customers, the efficiency and collaborative efforts promoted by our Agent Cooperation Network, the standard protocols that ensure universally high service quality, and the convenient modules on our platform, which we believe empower real estate brokerage stores and agents to efficiently navigate business opportunities, deliver quality services and complete transactions.

***Our ability to increase cooperation with real estate developers***

The sales commissions earned from real estate developers for our new home transaction services contributed significantly to our net revenue. The GTV generated from new home transactions on our platform decreased from RMB1,608.6 billion in 2021 to RMB940.5 billion in 2022, and increased to RMB1,003.0 billion (US\$141.3 billion) in 2023.

As the supply and demand dynamics in China's housing market become more balanced, we are increasingly valued by real estate developers. Real estate developers choose to work with us to take advantage of the infrastructure our platform has built, who cooperate with us in diverse ways and build up our thriving ecosystem.

We believe our reputation for high-quality service among the large housing customer base and our growing network of real estate brokerage stores and agents that transact actively on our platform well position us to increase cooperation with existing and new real estate developers.

***Our ability to monetize the activities on our platform***

The rapid adoption of our *Beike* platform has proven the compatibility of our infrastructure in empowering brokerage stores and agents. As of December 31, 2023, there were over 397,000 active agents and approximately 42,000 active brokerage stores on our platform, facilitating approximately 4.4 million housing transactions in 2023. As our platform grows, we expect its network effect to improve matching and capture more transactions, which in turn will generate greater opportunities for revenue growth, including commission fee, platform service fee, and franchise fee. We constantly improve our services and better empower real estate agents on our platform so that they can transact more efficiently. We believe the improved transaction efficiency of agents on our platform has in turn increased their stickiness to our service offerings, and potentially increases their income and results in higher service fees to us as a portion of their income.

***Our ability to expand service offerings on our platform***

Our platform brings us close to a variety of participants in China's housing transactions and services industry. In addition to housing customers, brokerage agents and real estate developers, additional industry participants are drawn to our platform and actively transact and engage with each other. We see great monetization potential by increasing our value proposition to customers and expanding our service offerings in the vast residential industry. We have built up our home renovation and furnishing services, which aim to provide a one-stop solution. According to customer needs and preferences, we provide professional services including home design, construction, customized furniture and soft furnishings delivery, as well as post-sales support, to create an ideal and comfortable living space for our customers.

We have been expanding our offerings into other housing-related areas, including rental property management services. We believe these efforts will help diversify our revenue mix.

***Our ability to manage operating costs and expenses***

Our results of operations are affected by our ability to control our operating costs and expenses. We expect our costs and expenses to continue to increase as we grow our business into various housing services such as home renovation and furnishing and attract more industry participants. Our cost of revenues consists primarily of compensation to internal agents and sales professionals, and split commission to connected agents and other sales channels, as well as cost related to our *Lianjia* stores. For our operating expenses, we incurred share-based compensation expenses to attract and retain talents required for our platform business. Excluding share-based compensation expenses, our operating expenses as a percentage of revenue increased from 19.9% in 2021 to 20.7% in 2022, and decreased to 18.3% in 2023.

We believe our massive scale, coupled with the network effect of our platform, will allow us to improve our operational efficiency over time.

## Key Components of Results of Operations

### Net revenues

	For the Year Ended December 31,					
	2021		2022		2023	
	RMB	%	RMB	%	RMB	US\$
	(in thousands, except for percentages)					
<b>Net revenues:</b>						
Existing home transaction services	31,947,953	39.6	24,123,703	39.8	27,954,135	3,937,258
New home transaction services	46,472,378	57.5	28,650,374	47.2	30,575,778	4,306,508
Home renovation and furnishing	197,452	0.2	5,046,627	8.3	10,850,497	1,528,261
Emerging and other services	2,134,656	2.7	2,848,075	4.7	8,396,522	1,182,625
<b>Total net revenues</b>	<b>80,752,439</b>	<b>100.0</b>	<b>60,668,779</b>	<b>100.0</b>	<b>77,776,932</b>	<b>10,954,652</b>

*Existing home transaction services.* We generate revenue (i) from our own *Lianjia* brand where we charge commissions for existing home sales and home rentals, and split of commissions from other brokerage firms that operate brokerage stores on *Beike* platform in collaboration with *Lianjia* agents to complete transactions, (ii) from brokerage firms which own and operate brokerage stores on our *Beike* platform where we receive platform service fees, and those under our franchise brands such as Deyou to which we charge an additional franchise fee, and (iii) by providing other value-added services including transaction closing services, field work assistance such as on-site verification, agent recruiting and training services.

*New home transaction services.* We generate revenue from new home transaction services from sales commissions charged to real estate developers.

*Home renovation and furnishing services.* We generate revenues by providing renovation and furnishing services to customers.

*Emerging and other services.* We generate revenue from a variety of other housing related services, including financial services and other newly developed businesses, such as our rental property management services.

### Cost of revenues

Our cost of revenues consists primarily of compensation to our internal agents and sales professionals and split commissions to connected agents and other sales channels, cost of home renovation and furnishing, property leasing costs, and cost related to *Lianjia* stores.

Our compensation paid to our internal agents and other sales professionals is composed of fixed salaries and variable commissions based on the transactions they assist in closing; and we also pay commissions to connected agents and other sales channels for their services to assist us in completing new home and existing home transactions. We are acting as the principal agent for all new home transactions and a majority of existing home transactions. When connected agents and other sales channels assist us to complete these transactions, we will pay them a split of the total commissions we receive, which is recorded as commission – split in our cost of revenues.

Cost of home renovation and furnishing mainly include material costs related to home renovation and furnishing and compensation to renovation workers who are mostly contractors.

Cost related to stores mainly includes rent, decoration, and utility bills for real estate brokerage stores under our *Lianjia* brand and signing-to-closing support facilities.



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The following table sets forth the components of our cost of revenues by amounts and percentages of our total net revenues for the periods presented:

	For the Year Ended December 31,						
	2021		2022		2023		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except for percentages)						
<b>Cost of revenues:</b>							
Commission — split	31,633,827	39.2	20,499,632	33.8	25,713,752	3,621,706	33.1
Commission and compensation — internal	26,303,507	32.6	17,853,694	29.4	17,884,796	2,519,021	23.0
Cost of home renovation and furnishing	195,869	0.2	3,562,068	5.9	7,705,325	1,085,272	9.9
Cost related to stores	3,809,757	4.7	3,346,436	5.5	2,872,093	404,526	3.7
Others	2,990,064	3.7	1,626,202	2.7	1,882,952	265,208	2.4
<b>Total cost of revenues</b>	<b>64,933,024</b>	<b>80.4</b>	<b>46,888,032</b>	<b>77.3</b>	<b>56,058,918</b>	<b>7,895,733</b>	<b>72.1</b>

**Operating Expenses**

Our operating expenses consist of sales and marketing expenses, general and administrative expenses, research and development expenses, and impairment of goodwill, intangible assets and other long-lived assets. The following table breaks down our total operating expenses by categories, both in absolute amount and as a percentage of total net revenues, for the periods presented:

	For the Year Ended December 31,						
	2021		2022		2023		
	RMB	%	RMB	%	RMB	US\$	
	(in thousands, except for percentages)						
<b>Operating Expenses:</b>							
Sales and marketing expenses	4,309,116	5.3	4,573,382	7.5	6,654,178	937,221	8.6
General and administrative expenses	8,924,470	11.1	7,346,665	12.1	8,236,569	1,160,096	10.6
Research and development expenses	3,193,988	4.0	2,545,549	4.2	1,936,780	272,790	2.5
Impairment of goodwill, intangible assets and other long-lived assets	746,705	0.9	148,057	0.2	93,417	13,158	0.1
<b>Total operating expenses</b>	<b>17,174,279</b>	<b>21.3</b>	<b>14,613,653</b>	<b>24.0</b>	<b>16,920,944</b>	<b>2,383,265</b>	<b>21.8</b>

*Sales and marketing expenses.* Our sales and marketing expenses mainly consist of (i) advertising and promotional expenses (ii) salaries, bonuses and benefits for our personnel engaged in sales and marketing activities, including personnel costs, rental expenses, and other expenses related to home renovation and furnishing (iii) depreciation and amortization expenses related to sales and marketing activities (iv) travel, reception and related expenses, and (v) share-based compensation expenses.

*General and administrative expenses.* Our general and administrative expenses mainly consist of (i) salaries, bonuses and benefits for our personnel engaged in general corporate functions, (ii) rental and related expenses, (iii) general office expenses, (iv) recruitment and training expenses, (v) professional fees, (vi) travel, reception and related expenses, (vii) depreciation and amortization expenses related to general corporate activities, (viii) share-based compensation expenses, and (ix) provision for credit losses. We expect that our general and administrative expenses to increase modestly in the near future, as we continue to incur additional expenses related to the anticipated growth of our business and our operations as a public company.

*Research and development expenses.* Our research and development expenses mainly consist of (i) payroll and related expenses for the personnel engaged in research and development activities, (ii) depreciation and amortization of our technology infrastructure, and (iii) service fees related to research and development activities. We expect that our research and development expenses will increase in absolute amounts after 2023, as we continue to build our technology infrastructure and improve our digitalization capabilities.

*Impairment of goodwill, intangible assets and other long-lived assets.* In the fourth quarter of 2020, we completed the integration of the business of Zhonghuan, and most of the employees and franchise stores of Zhonghuan would then act as sales channels of other brokerage firms on *Beike* platform, especially in new home transaction services, rather than as an individual real estate brokerage brand. As such, we reassigned goodwill to the reporting units affected using the relative fair value approach. We performed a quantitative impairment test for the reporting unit of Zhonghuan before the reassignment and no impairment was identified. We performed a qualitative analysis on the affected reporting units after the reassignment and no impairment was identified in these affected reporting units as their business were profitable and fast growing, and it was more-likely-than-not that the fair values of these reporting units were more than their carrying amounts.

From the second half of 2021, the market downturn and its impact on our operations caused a triggering event for possible impairment of goodwill. Based on the results of quantitative tests we performed on reporting units, we recorded a total goodwill impairment loss of RMB732.4 million in 2021, RMB141.8 million in 2022 and RMB93.4 million in 2023 for the existing and new home transaction services.

Separately identifiable intangible assets and other long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for identifiable intangible assets and other long-lived assets is based on the amounts by which the carrying amounts of the assets exceed the fair values of the assets.

### **Contribution Margin**

We also review contribution margin to measure segment profitability. The table below sets forth the contribution margin for each of our business lines for the periods indicated.

	<b>For the Year Ended December 31,</b>			
	<b>2021</b>	<b>2022</b>	<b>2023</b>	
	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>	<b>US\$</b>
	<i>(in thousands, except for percentages)</i>			
Contribution (existing home transaction services)	11,824,452	9,612,865	13,191,225	1,857,946
Contribution margin (existing home transaction services)	37.0 %	39.8 %	47.2 %	47.2 %
Contribution (new home transaction services)	8,947,138	6,764,354	8,120,525	1,143,752
Contribution margin (new home transaction services)	19.3 %	23.6 %	26.6 %	26.6 %
Contribution (home renovation and furnishing)	1,583	1,484,559	3,145,172	442,989
Contribution margin (home renovation and furnishing)	0.8 %	29.4 %	29.0 %	29.0 %
Contribution (emerging and other services)	1,846,063	891,607	2,016,137	283,966
Contribution margin (emerging and other services)	86.5 %	31.3 %	24.0 %	24.0 %

We define contribution for each service line as the revenue less the direct compensation to our internal agents and sales professionals, split commission to connected agents and other sales channels for such services, property leasing costs related to rental property management service and direct costs for home renovation and furnishing. We define contribution margin as a percentage of contribution bearing to revenue.

The following table presents the calculation to arrive at contribution from net revenues, for each of the periods indicated:

	For the Year Ended December 31,			
	2021	2022	2023	
	RMB	RMB	RMB	US\$
	(in thousands)			
<b>Existing home transaction services</b>				
Net revenues	31,947,953	24,123,703	27,954,135	3,937,258
Less: Commission and compensation	(20,123,501)	(14,510,838)	(14,762,910)	(2,079,312)
Contribution	11,824,452	9,612,865	13,191,225	1,857,946
<b>New home transaction services</b>				
Net revenues	46,472,378	28,650,374	30,575,778	4,306,508
Less: Commission and compensation	(37,525,240)	(21,886,020)	(22,455,253)	(3,162,756)
Contribution	8,947,138	6,764,354	8,120,525	1,143,752
<b>Home renovation and furnishing</b>				
Net revenues	197,452	5,046,627	10,850,497	1,528,261
Less: Material costs, commission and compensation	(195,869)	(3,562,068)	(7,705,325)	(1,085,272)
Contribution	1,583	1,484,559	3,145,172	442,989
<b>Emerging and other services</b>				
Net revenues	2,134,656	2,848,075	8,396,522	1,182,625
Less: Property leasing costs, commission and compensation	(288,593)	(1,956,468)	(6,380,385)	(898,659)
Contribution	1,846,063	891,607	2,016,137	283,966

Contribution margin demonstrates the margin that we generate after costs directly attributable to the respective revenue streams, including existing home transaction services, new home transaction services, home renovation and furnishing, and emerging and other services. Material costs are deducted from home renovation and furnishing. Property leasing costs are deducted from emerging and other services. The costs and expenses related to the platform infrastructure building and enhancement, including cost related to our *Lianjia* stores and the development cost of our technological platform, which are not directly attributable to the respective revenue streams, are not deducted from revenue when calculating contribution.

The contribution margin for existing home transaction services increased from 37.0% in 2021 to 39.8% in 2022, primarily attributable to the decreased fixed compensation costs for *Lianjia* agents along with the decreased number of *Lianjia* agents. The contribution margin for existing home transaction services increased from 39.8% in 2022 to 47.2% in 2023, primarily attributable to the decreased fixed compensation costs for *Lianjia* agents, along with the increased net revenues from existing home transaction services.

The contribution for new home transaction services decreased from RMB8.9 billion in 2021 to RMB6.8 billion in 2022, while the contribution margin increased from 19.3% in 2021 to 23.6% in 2022, primarily as a result of an increased number of projects with higher margins and a relatively lower percentage of fixed compensation costs of net revenues from new home transaction services. The contribution for new home transaction services increased to RMB8.1 billion in 2023 and the contribution margin increased to 26.6% in 2023, primarily attributable to increased net revenues from new home transaction services and decreased fixed compensation costs.

The contribution margin for home renovation and furnishing was 0.8% in 2021, as we just launched the business and recorded relatively small revenues and costs. The contribution margin for home renovation and furnishing remained stable at 29.4% in 2022 and 29.0% in 2023.

Leveraging our industry know-hows and close connection with platform participants, we have also tapped into adjacent market opportunities. These emerging and other services can efficiently utilize our infrastructure in place, and some of them require relatively less variable and direct costs to deliver. The contribution margin for our emerging and other services decreased from 86.5% in 2021 to 31.3% in 2022 and further decreased to 24.0% in 2023, primarily due to the increase of contribution from rental property management services which has a lower margin.

## **Taxation**

### ***Cayman Islands***

The Cayman Islands currently levies no taxes on corporations based upon profits, income, gains or appreciation. There are no other taxes likely to be material to us levied by the government of Cayman Islands except for stamp duties which may be applicable on instruments executed in, brought to, or produced within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments.

### ***British Virgin Islands***

Our subsidiaries incorporated in the British Virgin Islands are not subject to income or capital gains tax under the current laws of the British Virgin Islands. In addition, payment of dividends by the British Virgin Islands subsidiaries to their respective shareholders who are not resident in the British Virgin Islands, if any, is not subject to withholding tax in the British Virgin Islands.

### ***Hong Kong***

Hong Kong income tax rate is two-tiered profits tax regime, under which tax rate is 8.25% on assessable profits on the first HK dollar 2 million and 16.5% on any assessable profits in excess of HK dollar 2 million. No Hong Kong profit tax has been levied as we did not have assessable profit that was earned in or derived from any Hong Kong subsidiaries during the periods presented. Under Hong Kong tax law, our Hong Kong subsidiaries are exempted from Hong Kong income tax on their foreign-derived income. Hong Kong does not impose a withholding tax on dividends.

### ***PRC***

Generally, our PRC subsidiaries, consolidated variable interest entities and their subsidiaries, which are considered PRC resident enterprises under PRC tax law, are subject to enterprise income tax on their worldwide taxable income as determined under PRC tax laws and accounting standards at a rate of 25%. A “high and new technology enterprise,” which is reassessed every three years, is entitled to favorable income tax rate of 15%. A reduced income tax rate of 15% is applicable to enterprises set up in the Western Regions with their main business in encouraged industries. A “software enterprise,” which is reassessed annually, is entitled to the exemption of two years and halving for three years of corporate income tax from the profit-making year. Certain of our PRC subsidiaries are currently enjoying favorable tax rates as high and new technology enterprises or software enterprise or enterprises within the catalogue of encouraged industry in the Western Regions.

We are also subject to value added tax at a rate of 6% on most of the services we provide, less any deductible value-added tax we have already paid or borne. We are also subject to surcharges on value-added tax payments in accordance with PRC law.

Dividends paid by our wholly foreign-owned subsidiaries in China to our intermediary holding companies in Hong Kong will be subject to a withholding tax rate of 10%, unless the Hong Kong entity satisfies all the requirements under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income and Capital and receives approval from the tax authority. If a Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at the standard rate of 5%. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—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.”

If our holding company in the Cayman Islands or any of our subsidiaries outside of China were deemed to be a “resident enterprise” under the PRC Enterprise Income Tax Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC enterprise income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders and ADS holders.”

## Results of Operations

The following table sets forth a summary of our consolidated results of operations for the periods presented. 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 particular period are not necessarily indicative of our future trends.

	For the Year Ended December 31,			
	2021	2022	2023	
	RMB	RMB	RMB	US\$
	(in thousands, except for share and per share data)			
<b>Net revenues:</b>				
Existing home transaction services	31,947,953	24,123,703	27,954,135	3,937,258
New home transaction services	46,472,378	28,650,374	30,575,778	4,306,508
Home renovation and furnishing	197,452	5,046,627	10,850,497	1,528,261
Emerging and other services	2,134,656	2,848,075	8,396,522	1,182,625
<b>Total net revenues</b>	<b>80,752,439</b>	<b>60,668,779</b>	<b>77,776,932</b>	<b>10,954,652</b>
<b>Cost of revenues:</b>				
Commission — split	(31,633,827)	(20,499,632)	(25,713,752)	(3,621,706)
Commission and compensation — internal	(26,303,507)	(17,853,694)	(17,884,796)	(2,519,021)
Cost of home renovation and furnishing	(195,869)	(3,562,068)	(7,705,325)	(1,085,272)
Cost related to stores	(3,809,757)	(3,346,436)	(2,872,093)	(404,526)
Others <sup>(1)</sup>	(2,990,064)	(1,626,202)	(1,882,952)	(265,208)
<b>Total cost of revenues</b>	<b>(64,933,024)</b>	<b>(46,888,032)</b>	<b>(56,058,918)</b>	<b>(7,895,733)</b>
<b>Gross profit</b>	<b>15,819,415</b>	<b>13,780,747</b>	<b>21,718,014</b>	<b>3,058,919</b>
Sales and marketing expenses <sup>(1)</sup>	(4,309,116)	(4,573,382)	(6,654,178)	(937,221)
General and administrative expenses <sup>(1)</sup>	(8,924,470)	(7,346,665)	(8,236,569)	(1,160,096)
Research and development expenses <sup>(1)</sup>	(3,193,988)	(2,545,549)	(1,936,780)	(272,790)
Others	1,748,885	977,139	2,993,508	421,627
<b>Income before income tax expense</b>	<b>1,140,726</b>	<b>292,290</b>	<b>7,883,995</b>	<b>1,110,439</b>
Income tax expense	(1,665,492)	(1,689,574)	(1,994,391)	(280,904)
<b>Net income (loss)</b>	<b>(524,766)</b>	<b>(1,397,284)</b>	<b>5,889,604</b>	<b>829,535</b>
<b>Weighted average number of ordinary shares used in computing net income (loss) per share, basic and diluted</b>				
—Basic	3,549,121,628	3,569,179,079	3,521,379,938	3,521,379,938
—Diluted	3,549,121,628	3,569,179,079	3,611,653,020	3,611,653,020
<b>Net income (loss) per share attributable to ordinary shareholders</b>				
— Basic	(0.15)	(0.39)	1.67	0.24
— Diluted	(0.15)	(0.39)	1.63	0.23

Note:

(1) Share-based compensation expenses were allocated as follows:

	For the Year Ended December 31,			
	2021	2022	2023	
	RMB	RMB	RMB	US\$
	(in thousands)			
Cost of revenues	406,131	356,844	502,523	70,779
Sales and marketing expenses	110,446	121,396	180,465	25,418
General and administrative expenses	595,732	1,659,755	2,345,895	330,412
Research and development expenses	425,978	287,254	186,666	26,291
<b>Total</b>	<b>1,538,287</b>	<b>2,425,249</b>	<b>3,215,549</b>	<b>452,900</b>

**Year ended December 31, 2023 Compared to Year ended December 31, 2022**

**Net revenues**

Our net revenues increased by 28.2% to RMB77.8 billion (US\$11.0 billion) in 2023 from RMB60.7 billion in 2022, primarily attributable to a 20.4% increase of total GTV to RMB3,142.9 billion (US\$442.7 billion) in 2023 from RMB2,609.6 billion in 2022. This was driven by (i) the recovery of the existing home transaction market due to supportive policies and the release of pent-up demand especially in the first half of 2023, (ii) a more active existing home market performance especially in second and lower tier cities, (iii) our proactive and strategic expansion that helped us deepen our market penetration and enhance our sales-through, and (iv) the expansion of our home renovation and furnishing business and rental property management services business.

*Existing home transaction services.* Our net revenues from existing home transaction services increased by 15.9% to RMB28.0 billion (US\$3.9 billion) in 2023 from RMB24.1 billion in 2022, primarily attributable to a 28.6% increase of the GTV of existing home transactions to RMB2,028.0 billion (US\$285.6 billion) in 2023 from RMB1,576.5 billion in 2022. The higher growth rate of the GTV of existing home transaction services as compared to that of net revenues was primarily attributable to a higher contribution from the GTV of existing home transaction services served by connected agents on our platform, for which revenue is recorded on a net basis from platform service, franchise service and other value-added services, while for GTV served by *Lianjia* brand, the revenue is recorded on a gross commission revenue basis.

Commission revenue increased by 10.8% to RMB22.9 billion (US\$3.2 billion) in 2023 from RMB20.6 billion in 2022, primarily due to a 13.6% increase in GTV of existing home transactions served by *Lianjia* stores to RMB847.6 billion (US\$119.4 billion) in 2023 from RMB746.4 billion in 2022.

Additionally, the revenue derived from platform service, franchise service and other value-added services, which are mostly charged to connected agents on our platform, increased by 45.8% to RMB5.1 billion (US\$0.7 billion) in 2023 from RMB3.5 billion in 2022, mainly due to a 42.2% increase of GTV of existing home transactions served by connected agents on our platform to RMB1,180.4 billion (US\$166.3 billion) in 2023 from RMB830.1 billion in 2022.

*New home transaction services.* Our net revenues from new home transaction services increased by 6.7% to RMB30.6 billion (US\$4.3 billion) in 2023 from RMB28.7 billion in 2022, primarily due to a 6.7% increase of GTV of new home transactions to RMB1,003.0 billion (US\$141.3 billion) in 2023 from RMB940.5 billion in 2022. In particular, the GTV of new home transactions served by *Lianjia* brand increased by 13.7% to RMB193.2 billion (US\$27.2 billion) in 2023 from RMB170.0 billion in 2022, while the GTV of new home transactions completed on *Beike* platform through connected agents, dedicated sales team with the expertise on new home transaction services and other sales channels increased by 5.1% to RMB809.9 billion (US\$114.1 billion) in 2023 from RMB770.5 billion in 2022.

*Home renovation and furnishing.* Our net revenues from home renovation and furnishing increased by 115.0% to RMB10.9 billion (US\$1.5 billion) in 2023 from RMB5.0 billion in 2022, primarily attributable to (i) the increase of orders driven by the synergetic effects from customer acquisition and conversion between home transaction services and home renovation and furnishing business, (ii) higher contribution from furniture and home furnishing sales (including customized furniture, soft furnishings, and electrical appliances), and (iii) enhanced delivery capabilities.

*Emerging and other services.* Our net revenues from emerging and other services increased by 194.8% to RMB8.4 billion (US\$1.2 billion) in 2023 from RMB2.8 billion in 2022, primarily attributable to the increase of net revenues from rental property management services driven by the increase of the number of rental units under the *Carefree Rent* business.

**Cost of revenues**

Our cost of revenues increased by 19.6% from RMB46.9 billion in 2022 to RMB56.1 billion (US\$7.9 billion) in 2023.

- *Commission — split.* Our cost of revenues for commissions to connected agents and other sales channels and property leasing costs for rental property management services increased by 25.4% from RMB20.5 billion in 2022 to RMB25.7 billion (US\$3.6 billion) in 2023, primarily due to the increase in GTV of new home transactions completed through connected agents and other sales channels in 2023 and the increase in property leasing costs of rental property management services.



- *Commission and compensation — internal.* Our cost of revenues for internal commissions and compensation remained stable at RMB17.9 billion (US\$2.5 billion) in 2023, as compared to RMB17.9 billion in 2022, primarily attributable to an increased variable commission costs driven by the increased GTV of existing home transactions and new home transactions completed through *Lianjia* agents, offset by the decreased fixed compensation costs.
- *Cost of home renovation and furnishing.* Our cost of home renovation and furnishing increased by 116.3% to RMB7.7 billion (US\$1.1 billion) in 2023 from RMB3.6 billion in 2022, primarily attributable to the growth of net revenues from home renovation and furnishing in 2023 with a relatively flat contribution margin as compared to 2022.
- *Cost related to stores.* Our cost related to stores decreased by 14.2% to RMB2.9 billion (US\$0.4 billion) in 2023 from RMB3.3 billion in 2022, mainly due to the decrease in the number of *Lianjia* stores.

Please see “—Contribution Margin” for the analysis of our segment profitability.

### **Operating expenses**

*Sales and marketing expenses.* Our sales and marketing expenses increased by 45.5% to RMB6.7 billion (US\$0.9 billion) in 2023 from RMB4.6 billion in 2022, mainly due to the increase in sales and marketing expenses for home renovation and furnishing, which is in line with the growth of net revenues from home renovation and furnishing.

*General and administrative expenses.* Our general and administrative expenses increased by 12.1% to RMB8.2 billion (US\$1.2 billion) in 2023 from RMB7.3 billion in 2022, mainly due to the increase of provision for credit loss and share-based compensation, partially offset by the decrease in personnel costs.

*Research and development expenses.* Our research and development expenses decreased by 23.9% to RMB1.9 billion (US\$0.3 billion) in 2023 from RMB2.5 billion in 2022, mainly due to the decreases in personnel costs and share-based compensation as a result of decreased headcount in research and development personnel.

*Impairment of goodwill, intangible assets and other long-lived assets.* We recorded impairment of goodwill, intangible assets and other long-lived assets of RMB93.4 million (US\$13.2 million) in 2023, compared to RMB148.1 million in 2022, primarily attributable to the impairment of goodwill triggered by the market downturn and its impact on our operations from the second half of 2022 to 2023.

### **Income tax expense**

We recorded an income tax expense of RMB1,994.4 million (US\$280.9 million) in 2023, compared to an income tax expense of RMB1,690 million in 2022.

### **Net income (loss)**

As a result of the foregoing, we recorded a net income of RMB5,890 million (US\$830 million) in 2023, as compared to a net loss of RMB1,397 million in 2022.

### **Year ended December 31, 2022 Compared to Year ended December 31, 2021**

#### **Net revenues**

Our net revenues decreased by 24.9% to RMB60.7 billion in 2022, compared to RMB80.8 billion in 2021. The decrease was primarily attributable to the decline in the total GTV by 32.3% to RMB2,609.6 billion in 2022 from RMB3,853.5 billion in 2021 due to the soft market sentiment and the disruption of the resurgences to our operations caused by COVID-19 in 2022.

*Existing home transaction services.* Our net revenues from existing home transaction services decreased by 24.5% to RMB24.1 billion in 2022, compared to RMB31.9 billion in 2021, primarily due to a 23.4% decrease in GTV of existing home transactions to RMB1,576.5 billion in 2022 from RMB2,058.2 billion in 2021.

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Commission revenue decreased by 27.3% to RMB20.6 billion in 2022 from RMB28.4 billion in 2021, primarily due to a decrease in GTV of existing home transactions served by *Lianjia* stores of 27.9% to RMB746.4 billion in 2022 from RMB1,034.8 billion in 2021.

Additionally, the revenue derived from platform service, franchise service and other value-added services, which are mostly charged to connected agents on our platform, decreased by 2.5% to RMB3.5 billion in 2022 from RMB3.6 billion in 2021, as the GTV of existing home transactions served by connected agents on our platform decreased by 18.9% to RMB830.1 billion in 2022 from RMB1,023.4 billion in 2021, which was partially offset by a moderate increase in existing home transaction commission rate charged by connected stores and the increased penetration level of value-added services.

*New home transaction services.* Our net revenues from new home transaction services decreased by 38.3% to RMB28.7 billion in 2022 from RMB46.5 billion in 2021, primarily due to the decrease of GTV of new home transactions of 41.5% to RMB940.5 billion in 2022 from RMB1,608.6 billion in 2021. Among that, the GTV of new home transactions completed on *Beike* platform through connected agents, dedicated sales team with the expertise on new home transaction services and other sales channels decreased by 42.3% year-over-year to RMB770.5 billion from RMB1,334.6 billion in 2021, while the GTV of new home transactions served by *Lianjia* brand decreased by 38.0% year-over-year to RMB170.0 billion from RMB274.1 billion in 2021.

*Home renovation and furnishing.* Our net revenues from home renovation and furnishing were RMB5.0 billion in 2022, compared to RMB197 million in 2021, primarily because we completed the acquisition of Shengdu and began to consolidate its financial results during the second quarter of 2022 and the organic growth of the GTV for home renovation and furnishing business.

*Emerging and other services.* Our net revenues from emerging and other services increased by 33.4% to RMB2.8 billion in 2022 from RMB2.1 billion in 2021, primarily attributable to the increase of net revenues from rental property management services which was partially offset by the decrease of net revenues from financial services.

### **Cost of revenues**

Our cost of revenues decreased by 27.8% to RMB46.9 billion in 2022 from RMB64.9 billion in 2021, primarily due to the decrease in both split commissions to connected agents and other sales channels, and internal commission and compensation.

- *Commission — split.* Our cost of revenues for commissions to connected agents and other sales channels decreased by 35.2% to RMB20.5 billion in 2022 from RMB31.6 billion in 2021, primarily due to the decrease in the GTV of new home transactions completed through connected agents and other sales channels in 2022 compared to 2021.
- *Commission and compensation — internal.* Our cost of revenues for internal commission and compensation decreased by 32.1% to RMB17.9 billion in 2022 from RMB26.3 billion in 2021, primarily due to the decrease in the fixed compensation costs of *Lianjia* agents, dedicated sales team with the expertise on new home transaction services and other front line operation staff along with the drop in the headcount, and the decrease in variable commission as a result of the decreased GTV of existing home transactions completed through *Lianjia* agents and new home transactions completed through *Lianjia* agents and dedicated sales team with the expertise on new home transaction services.
- *Cost of home renovation and furnishing.* Our cost of revenues for home renovation and furnishing was RMB3.6 billion in 2022, compared to RMB0.2 billion in 2021, which was primarily attributable to the Shengdu acquisition and the organic growth of net revenues from our home renovation and furnishing business.
- *Cost related to stores.* Our cost related to stores decreased by 12.2% to RMB3.3 billion in 2022 compared to RMB3.8 billion in 2021, mainly due to the decrease in the number of *Lianjia* stores along with market downtrend in 2022 compared to 2021.

Please see “—Contribution Margin” for the analysis of our segment profitability.

### **Operating expenses**

*Sales and marketing expenses.* Our sales and marketing expenses were RMB4.6 billion in 2022, compared to RMB4.3 billion in 2021, mainly due to the increase in sales and marketing expenses for home renovation and furnishing services as the financial results of Shengdu were consolidated since the second quarter of 2022, which was partially offset by the decrease of the brand advertising and promotional marketing expenses and personnel costs for housing transaction services.

*General and administrative expenses.* Our general and administrative expenses decreased by 17.7% to RMB7.3 billion in 2022 from RMB8.9 billion in 2021, mainly due to the decrease of provision for credit loss along with the decreased accounts receivable balance and the decrease of personnel costs and overheads along with the reduction of the headcount, which was partially offset by the increase of share-based compensation in 2022 compared to 2021.

*Research and development expenses.* Our research and development expenses decreased by 20.3% to RMB2.5 billion in 2022 from RMB3.2 billion in 2021, mainly due to the decrease of personnel costs and share-based compensation as a result of decreased headcount in research and development personnel in 2022 compared to 2021.

*Impairment of goodwill, intangible assets and other long-lived assets.* We recorded impairment of goodwill, intangible assets and other long-lived assets of RMB148.1 million in 2022, compared to RMB747 million in 2021, primarily attributable to the impairment of goodwill triggered by the market downturn and its impact on our operations from the second half of 2021 to 2022.

#### ***Income tax expense***

We recorded an income tax expense of RMB1,690 million in 2022, compared to an income tax expense of RMB1,665 million in 2021.

#### ***Net income (loss)***

As a result of the foregoing, we recorded a net loss of RMB1,397 million in 2022, compared to a net loss of RMB525 million in 2021.

### **Discussion of Key Balance Sheet Items**

#### ***Cash, cash equivalents, restricted cash, and short-term investments***

Cash, cash equivalents, restricted cash, and short-term investments constitute our most liquid assets. Short-term investments include bank time deposits and investments in wealth management products issued by financial institutions. These products normally offer returns higher than bank deposits, maintain relatively low risk, and provide sufficient liquidity as they are redeemable upon short notice. We therefore consider such wealth management products part of our cash management program.

The total amount increased from RMB56.1 billion as of December 31, 2021 to RMB61.1 billion as of December 31, 2022, which was mainly attributable to the cash provided by operating activities of RMB8.5 billion. The total amount decreased from RMB61.1 billion as of December 31, 2022 to RMB60.1 billion (US\$8.5 billion) as of December 31, 2023, which was mainly attributable to an increase in long-term time deposits which were recorded in long-term investments and payment for the consideration of share repurchase, part of which were provided by the cash from operating activities in 2023.

#### ***Accounts receivable, net of allowance for credit losses***

A significant portion of accounts receivable was due from real estate developers for our new home transaction services. Our accounts receivable, net of allowance for credit losses decreased from RMB9.3 billion as of December 31, 2021 to RMB4.2 billion as of December 31, 2022 and further decreased to RMB3.2 billion (US\$0.4 billion) as of December 31, 2023, primarily due to the improvement of accounts receivable turnover days.

We serve real estate developers in our new home transaction services and grant them credit terms relatively longer compared to individual and small brokerage firm clients in accordance with the market practice. As such, we may face risks related to the collection of our accounts receivable from real estate developers, especially during times when tightened regulatory measures negatively affect the operations and liquidity conditions of these real estate developers. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—Our business is subject to government regulations and policies guiding China’s economy in general and, specifically, on existing and new home sales and home rentals” and “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We face risk in collecting our accounts receivable and deposits from real estate developers” for more details. In light of the liquidity concerns faced by certain real estate developers started from 2021, we have been implementing various prudent measures such as the “commission in advance” model to ensure effective risk control and timely collection of accounts receivable. Our collection of accounts receivable for new home transaction services amounted to RMB35.9 billion in 2022 and RMB33.5 billion (US\$4.7 billion) in 2023, compared to the net revenue from new home transaction services of RMB28.7 billion in 2022 and RMB30.6 billion (US\$4.3 billion) in 2023. The increase of accounts receivable turnover days for new home transaction services from 97 days in 2021 to 105 days in 2022 was a result of the slowdown in collection activities due to the COVID-19 pandemic, particularly in the first half of 2022. We managed to reduce our accounts receivable turnover days for new home transaction services improved to 55 days in 2023 in spite of the market downturn for new home transactions. The accounts receivable turnover days for existing home transaction services, where our clients are individual housing customers and brokerage firms on our platform, were 6 days in 2021, 6 days in 2022 and 6 days in 2023. We plan to continue to prudently manage our accounts receivable, in particular with respect to new home transaction services.

Accounts receivable turnover days for a given period are equal to average balances of accounts receivable at the beginning and the end of the period divided by total revenues during the period and multiplied by the number of days during the period.

***Intangible assets, net***

Our intangible assets net of accumulated amortization and impairment amounted to RMB1,141 million, RMB1,687 million and RMB1,067 million (US\$150 million) as of December 31, 2021, 2022 and 2023, respectively. The increase in 2022 was primarily due to an increase in the trademarks in connection with the Shengdu acquisition. The decrease in 2023 was primarily due to the amortization of the business cooperation agreement and intangible assets in connection to Shengdu acquisition.

***Long-term investments, net***

Our long-term investments amounted to RMB17.0 billion, RMB17.9 billion and RMB23.6 billion (US\$3.3 billion) as of December 31, 2021, 2022 and 2023, respectively. The increase from December 31, 2021 to December 31, 2023 was mainly due to the increase in long-term time deposits.

***Goodwill***

Our goodwill was RMB1,806 million, RMB4,934 million and RMB4,857 million (US\$684 million) as of December 31, 2021, 2022 and 2023, respectively. The increase in 2022 was primarily due to the goodwill recognized in the Shengdu acquisition. The decrease in 2023 was primarily due to the impairment of the goodwill related to reporting units within the existing home transaction services business and the new home transaction services business in certain cities as a result of changes in local market conditions.

**Prepayments, receivables and other assets**

The following table set forth the breakdown of this account as of the dates indicated.

	As of December 31,		
	2022	2023	
	RMB	RMB	US\$
	(in thousands)		
<b>Current:</b>			
Advances to suppliers	618,694	574,170	80,870
Deposits paid to real estate developers	530,308	222,604	31,353
Prepaid rental and other deposits	1,243,443	1,625,026	228,880
Staff advances	68,035	65,253	9,191
Receivables from escrow account	34,118	6,676	940
Interests receivable	11,035	14,664	2,065
VAT-input deductible	660,104	707,416	99,637
Prepaid income tax	108,972	177,560	25,009
Inventories	127,558	304,208	42,847
Capitalized costs of obtaining contracts	155,636	338,811	47,721
Others	499,940	630,588	88,817
<b>Total</b>	<b>4,057,843</b>	<b>4,666,976</b>	<b>657,330</b>
<b>Non-current:</b>			
Deferred tax asset	856,958	1,113,692	156,860
VAT-input deductible	169,879	192,991	27,182
Prepayment for land use right	—	154,575	21,771
Others	5,414	11,783	1,660
<b>Total</b>	<b>1,032,251</b>	<b>1,473,041</b>	<b>207,473</b>

Deposits paid to real estate developers represent the earnest deposits we pay to developers for new home sales, and will be collected back after we meet our service commitment. We implement stringent selection process for the real estate projects for which we provide brokerage service, and will only agree to make earnest deposits for those we are confident in meeting our sales commitment. The increase in prepaid rental and other deposit was due to our expansion of rental property management services. Prepayment for land use right as of December 31, 2023 represents the first instalment for a land located in Hangzhou, which was acquired for our home renovation and furnishing business, with a total consideration of RMB309 million.

**Accounts payable**

Our accounts payable increased from RMB5,843 million as of December 31, 2022 to RMB6,329 million (US\$891 million) as of December 31, 2023, which was in line with the revenues from home renovation and furnishing.

**Short-term borrowings**

As of December 31, 2021, 2022 and 2023, our short-term borrowings were RMB260 million, RMB619 million and RMB290 million (US\$41 million), respectively. The total balance of short-term borrowings as of December 31, 2022 mainly included three bank loans at a fixed borrowing rate of 3.58% which started in September, December, and December 2022, respectively. The total balance of short-term loans as of December 31, 2023 mainly includes two bank loans, starting from September and December 2023, with fixed loan interest rates of 3.35% and 3.30%, respectively.

**B. Liquidity and Capital Resources**

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

	For the Year Ended December 31,			
	2021	2022	2023	
	RMB	RMB	RMB	US\$
(in thousands)				
<b>Selected Consolidated Cash Flow Data</b>				
Net cash provided by operating activities	3,595,122	8,460,754	11,157,625	1,571,522
Net cash used in investing activities	(24,884,074)	(8,472,355)	(3,977,440)	(560,210)
Net cash used in financing activities	(1,074,173)	(1,154,993)	(6,961,591)	(980,519)
Effect of exchange rate change on cash, cash equivalents and restricted cash	(442,141)	28,644	44,608	6,278
Net increase (decrease) in cash, cash equivalents and restricted cash	(22,805,266)	(1,137,950)	263,202	37,071
Cash, cash equivalents and restricted cash at the beginning of the year	49,537,475	26,732,209	25,594,259	3,604,876
Cash, cash equivalents and restricted cash at the end of the year	26,732,209	25,594,259	25,857,461	3,641,947

To date, we have financed our operating and investing activities through cash flows from operations and cash provided by historical equity and debt financing activities. As of December 31, 2021, 2022 and 2023, our cash, cash equivalents, restricted cash and short-term investments were RMB56.1 billion, RMB61.1 billion and RMB60.1 billion (US\$8.5 billion), respectively. Our cash and cash equivalents primarily consist of cash on hand, demand deposits and highly liquid investments placed with banks or other financial institutions with original maturities of less than three months. Our restricted cash are primarily pledged for bank borrowings, and escrow payments collected from the property buyers on behalf of and payable to the property sellers.

We believe that our current cash, cash equivalents and restricted cash and expected cash provided by operating activities will be sufficient to meet our current and anticipated working capital requirements and capital expenditures for an extended period of time. 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 identify and wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions.

Although we consolidate the results of the VIEs and their subsidiaries, we only have access to the assets or earnings of the VIEs and their subsidiaries through our contractual arrangements with the VIEs and their shareholders. See “Item 4. Information on the Company— C. Organizational Structure—Contractual Arrangements with the VIEs and Their Shareholders.” For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see “—Holding Company Structure.”

Substantially all of our revenues have been, and we expect they are likely to continue to be, in the form of Renminbi. Under the existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval as long as certain routine procedural requirements are fulfilled. Therefore, our PRC subsidiaries are allowed to pay dividends in foreign currencies to us without prior SAFE approval by following certain routine procedural requirements. However, current PRC regulations permit our PRC subsidiaries to pay dividends to us only out of their accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. Our PRC subsidiaries are required to set aside at least 10% of its after-tax profits after making up previous years’ accumulated losses each year, if any, to fund certain reserve funds until the total amount set aside reaches 50% of its registered capital. These reserves are not distributable as cash dividends. Historically, our PRC subsidiaries have not paid dividends to us, and they will not be able to pay dividends until they generate accumulated profits. Furthermore, capital account transactions, which include foreign direct investment and loans, must be approved by and/or registered with SAFE, its local branches and certain local banks.

As a Cayman Islands exempted company and offshore holding company, we are permitted under PRC laws and regulations to provide funding to our PRC subsidiaries only through loans or capital contributions, subject to the approval or registration of government authorities and limits on the amount of capital contributions and loans. This may delay us from using the proceeds from our initial public offering in July 2020 and our ADS offering in November 2020 to make loans or capital contributions to our PRC subsidiaries. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—PRC regulation of loans to and direct investment in PRC entities by offshore holding companies may delay us from using the proceeds of our offshore offerings to make loans or additional capital contributions to our PRC subsidiaries and to make loans to the VIEs, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”



## Operating activities

Net cash generated from operating activities in 2023 was RMB11.2 billion (US\$1.6 billion). The difference between net cash generated from operating activities and net income of RMB5,890 million (US\$830 million) in 2023 was the result of adding back RMB4,848 million (US\$683 million) for adjustments of non-cash items, adding back RMB15 million (US\$2 million) for dividend received from equity method investments and removing RMB1,413 million (US\$199 million) of investment and interest income, which are by nature investing activities, and adding RMB1,818 million (US\$256 million) released from working capital.

The adjustment of non-cash items primarily consisted of RMB3,216 million (US\$453 million) in share-based compensation expenses, RMB775 million (US\$109 million) in depreciation expenses, RMB29 million (US\$4 million) in impairment loss for equity investments accounted for using measurement alternative, RMB627 million (US\$88 million) in amortization of intangible assets, and RMB78 million (US\$11 million) in fair value changes in investments.

The additional cash released from working capital was the result of a RMB835 million (US\$118 million) decrease in accounts receivable and contract assets, a RMB6,123 million (US\$862 million) increase in lease liabilities, a RMB1,405 million (US\$198 million) increase in contract liabilities, and a RMB1,586 million (US\$223 million) increase in accrued expenses and other current liabilities, partially offset by a RMB6,334 million (US\$892 million) increase in right-of-use assets, a RMB883 million (US\$124 million) increase in prepayments, receivables and other assets, and a RMB1,220 million (US\$172 million) decrease in employee compensation and welfare payable.

Net cash generated from operating activities in 2022 was RMB8,461 million. The difference between net cash generated from operating activities and net loss of RMB1,397 million in 2022 was the result of adding back RMB5,562 million for adjustments of non-cash items, adding back RMB27 million for dividend received from equity method investments and removing RMB767 million of investment and interest income, which are by nature investing activities, and adding RMB5,036 million released from working capital.

The adjustment of non-cash items primarily consisted of RMB2,425 million in share-based compensation expenses, RMB918 million in depreciation expenses, RMB592 million in impairment loss for equity investments accounted for using measurement alternative, RMB584 million in amortization of intangible assets, and RMB512 million in fair value changes in investments.

The additional cash released from working capital was the result of a RMB5,161 million decrease in accounts receivable and contract assets, a RMB4,074 million increase in lease liabilities, and a RMB921 million increase in contract liabilities, partially offset by a RMB3,509 million increase in right-of-use assets, a RMB958 million decrease in employee compensation and welfare payable, and a RMB866 million decrease in accounts payable.

Net cash generated from operating activities in 2021 was RMB3,595 million. The difference between net cash generated from operating activities and net loss of RMB525 million in 2021 was the result of adding back RMB4,499 million for adjustments of non-cash items, adding back RMB15 million for dividends received from long-term investments and removing RMB426 million of gain on short-term investments, which are by nature investing activities, and adding RMB32 million released from working capital.

The adjustment of non-cash items primarily consisted of RMB1,538 million in share-based compensation expenses, RMB1,327 million in net impairment loss on financial assets, RMB880 million in depreciation expenses, and RMB747 million in impairment of goodwill, intangible assets and other long-lived assets.

The additional cash released from working capital was the result of a RMB2,646 million decrease in accounts receivable and contract assets, a RMB1,450 million decrease in prepayments, receivables and other assets and a RMB589 million increase in lease liabilities, partially offset by a RMB2,562 million decrease in customer deposits payable, a RMB1,400 million decrease in employee compensation and welfare payable and a RMB567 million decrease in accounts payable.

## **Investing activities**

Net cash used in investing activities in 2023 was RMB4.0 billion (US\$0.6 billion), consisting primarily of (i) RMB38.9 billion (US\$5.5 billion) used to purchase other short-term investments, offset by RMB41.5 billion (US\$5.8 billion) maturities of other short-term investments, (ii) RMB27.8 billion (US\$3.9 billion) of financing receivables originated, offset by RMB27.1 billion (US\$3.8 billion) of financing receivables principal collected, (iii) RMB1.2 billion (US\$0.2 billion) of purchases of other long-term investments, and (iv) RMB14.5 billion (US\$2.0 billion) used to purchase held-to-maturity debt investments, offset by RMB8.9 billion (US\$1.3 billion) of maturities of held-to-maturity debt investments and RMB1.4 billion (US\$0.2 billion) of sales of available-for-sale debt investments.

Net cash used in investing activities in 2022 was RMB8.5 billion, consisting primarily of (i) RMB34.7 billion used to purchase other short-term investments, offset by RMB36.5 billion maturities of other short-term investments, (ii) RMB 11.5 billion of financing receivables originated, offset by RMB 11.6 billion of financing receivables principal collected, (iii) RMB23.8 billion used to purchase held-to-maturity debt investments, partially offset by RMB 15.8 billion of maturities of held-to-maturity debt investments, (iv) RMB3.1 billion used to cash paid for business combination, net of cash acquired, and (v) RMB1.2 billion of purchases of available-for-sale debt investments, offset by RMB2.9 billion of sales of available-for-sale debt investments.

Net cash used in investing activities in 2021 was RMB24.9 billion, consisting primarily of (i) RMB37.2 billion used to purchase other short-term investments, offset by RMB37.2 billion maturities of other short-term investments, (ii) RMB33.0 billion of financing receivables originated, offset by RMB36.3 billion of financing receivables principal collected, (iii) RMB11.5 billion used to purchase held-to-maturity debt investments, partially offset by RMB0.8 billion of maturities of held-to-maturity debt investments, (iv) RMB8.5 billion of purchases of available-for-sale debt investments, partially offset by RMB0.7 billion of sales of available-for-sale debt investments, and (v) RMB8.8 billion of purchases of other long-term investments, partially offset by RMB0.5 billion of disposal and distributions of other long-term investments.

## **Financing activities**

Net cash used in financing activities in 2023 was RMB6,962 million (US\$981 million), consisting primarily of (i) RMB5,151 million (US\$725 million) of repurchase of ordinary shares, (ii) RMB756 million (US\$106 million) of repayments of short-term borrowings, and (iii) RMB1,431 million (US\$201 million) of dividend payment, partially offset by RMB427 million (US\$60 million) of proceeds from short-term borrowings.

Net cash used in financing activities in 2022 was RMB1,155 million, consisting primarily of (i) RMB1,320 million of repurchase of ordinary shares, (ii) RMB400 million of repayments of short-term borrowings, and (iii) RMB328 million of repayments of funding debts, partially offset by RMB759 million of proceeds from short-term borrowings.

Net cash used in financing activities in 2021 was RMB1,074 million, consisting primarily of RMB1,841 million of repayments of funding debts, partially offset by RMB508 million of proceeds from funding debts and RMB260 million of proceeds from short-term borrowings.

## **Material Cash Requirements**

Our material cash requirements as of December 31, 2023 and any subsequent interim period primarily include our capital expenditures and contractual obligations. We intend to fund our material cash requirements with our cash balance. We will continue to make cash commitments, including capital expenditures, to meet the expected growth of our business.

## **Capital Expenditures**

Our capital expenditures were RMB1,430 million in 2021 and RMB793 million in 2022 and RMB874 million (US\$123 million) in 2023. In the years of 2021, 2022 and 2023, our capital expenditures primarily represent cash paid for purchase of property, plant and equipment, intangible assets and other long-lived assets. We funded our capital expenditures primarily with net cash flows generated from operating activities.

### Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2023.

	Total	Less than 1 year	1 - 3 years (RMB in thousands)	3 - 5 years	More than 5 years
Operating lease and other commitments	693,012	373,394	206,561	88,896	24,161
Lease liability obligations	18,408,495	9,645,224	7,102,317	1,003,346	657,608

As of December 31, 2023, our operating lease and other commitments included RMB428 million in operating lease commitments, RMB155 million in obligation to purchase land use right, RMB105 million in investment commitment, RMB4 million in obligation to purchase property and equipment, and RMB2 million in obligation to purchase services.

Except for commitments as disclosed above and financial guarantees as discussed in section below, we did not have any other long-term obligations or material guarantees as of December 31, 2023.

### Off-Balance Sheet Arrangements

We provide financial guarantees through our subsidiaries for loans that we facilitate for certain financial partners or individual lenders. We are obligated to compensate the lenders for the principal and interest payment in the event of the borrowers' default. Therefore, we effectively provide guarantees to lenders against the credit risk.

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

### Holding Company Structure

KE Holdings Inc. is not an operating company in China but a Cayman Islands holding company with no material operations of its own. We conduct our operations primarily through our subsidiaries and the VIEs in China. As a result, KE Holdings Inc.'s ability to pay dividends depends upon dividends paid by our PRC subsidiaries. Our PRC subsidiaries in turn generate income from their own operation, and in addition enjoy all economic benefit and receive service fees from the VIEs pursuant to the exclusive business cooperation agreement with the VIEs. The VIEs collectively held 23.8% of our cash, cash equivalents and restricted cash and 9.2% of our total assets as of December 31, 2023. Revenues contributed by the VIEs, excluding inter-group transactions, accounted for 1.2%, 0.8% and 0.8% of our total net revenues for the fiscal years 2021, 2022 and 2023, respectively. Investors in our ADSs are not purchasing equity interest in the VIEs in China but instead are purchasing equity interest in KE Holdings Inc., a holding company incorporated in the Cayman Islands.

Beijing Lianjia, one of the VIEs, and its subsidiaries used to be the operating entities of our existing home transaction and new home transaction services and certain other home-related emerging and other services before the completion of our reorganization, which started from November 2018 and was completed in July 2019. Through a series of restructuring transactions, most of such subsidiaries of Beijing Lianjia, as well as all of the operating branches of Beijing Lianjia, have become wholly-owned by the applicable WFOEs and our other PRC subsidiaries. Since July 2019, consequently, our PRC subsidiaries have replaced Beijing Lianjia to be the providers of such existing home transaction and new home transaction services and certain home-related emerging and other services. The decrease in net revenues, excluding inter-group transactions, contributed by the VIEs from 1.2% in 2021 to 0.8% in 2022 and 0.8% in 2023 is primarily attributable to the reorganization.

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. Under PRC law, each of our subsidiaries and the 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 its registered capital. In addition, each of our subsidiaries and the VIEs in China may allocate a portion of its after-tax profits based on PRC accounting standards to a surplus fund at its 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.**

See “Item 4. Information on the Company—B. Business Overview—Our Technology and Research and Development” and “Item 4. Information on the Company—B. Business Overview—Intellectual Property.”

**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 period from January 1, 2024 that are reasonably likely to have a material effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

**E. Critical Accounting Estimates**

We prepare our consolidated financial statements in accordance with U.S. GAAP, which requires our management to make estimates that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities at the balance sheet dates, as well as the reported amounts of revenues and expenses during the reporting periods. To the extent that there are material differences between these estimates and actual results, our financial condition or results of operations would be affected. We base our estimates on our own historical experience and other assumptions that we believe are reasonable after taking account of our circumstances and expectations for the future based on available information. We evaluate these estimates on an ongoing basis.

We consider an accounting estimate to be critical if: (i) the accounting estimate requires us to make assumptions about matters that were highly uncertain at the time the accounting estimate was made, and (ii) changes in the estimate that are reasonably likely to occur from period to period or use of different estimates that we reasonably could have used in the current period, would have a material impact on our financial condition or results of operations. There are other items within our financial statements that require estimation but are not deemed critical, as defined above. Changes in estimates used in these and other items could have a material impact on our financial statements. For a detailed discussion of our significant accounting policies and related judgments, see “Note 2 Significant Accounting Policies” in the Notes to Consolidated Financial Statements included elsewhere in this annual report.

**Provision for credit losses of accounts receivable and other receivable from new home transactions**

For accounts receivable from new home transactions, we make estimates of the allowance for credit losses based upon assessment of various factors, including historical experience, the age of the accounts receivable balances, creditworthiness of the customers, current economic conditions, reasonable and supportable forecasts of future economic conditions, and other factors that may affect our ability to collect from the customers. We estimate the allowance by segmenting accounts receivable from new home transactions based on certain credit risk characteristics and determining an expected loss rate for each segmentation based on historical loss experience adjusted for judgments about the effects of relevant observable data including current and future economic conditions.

One of the most significant judgments involved in estimating the allowance for credit losses relates to the forecasts of future economic conditions. The forecasts of future economic conditions incorporate a series of macroeconomic variables. The specific variable that has the greatest effect on the modeled credit losses is China’s manufacturing Purchasing Manager Index (PMI), which is a measure of the prevailing direction of economic trends in manufacturing.

<b>Assumption</b>	<b>Basic Point Change</b>	<b>Increase/(Decrease)</b>
PMI	+/- 100 bps	1,669/(1,627)

As of December 31, 2023, a portion of accounts receivable and other receivable from new home transactions is measured for credit loss based on the fair value of a commercial property collateral. The determination of the fair value of the commercial property is based on an income approach, which is affected by, among other things, the current expected rental occupancy rates of the commercial property during its expected useful life, expected rental rates, and discount rate. We consider that the discount rate has the greatest impact on the fair value of the commercial property, thus, the greatest impact on the estimates of expected credit losses.

<u>Assumption</u>	<u>Basic Point Change</u>	<u>Increase/(Decrease)</u>
Discount rate	+/- 100 bps	31,634/(35,852)

Recognizing that forecasts of macroeconomic conditions are inherently uncertain, we believe that our process to consider the available information and associated risks and uncertainties is appropriately governed and that our estimates of expected credit losses were reasonable and appropriate as of December 31, 2023.

**Impairment assessment of goodwill associated with home renovation and furnishing reporting unit**

For goodwill, we test for impairment annually as of December 31, or when events or circumstances indicate that their carrying value may not be recoverable. A significant amount of judgment is required in performing impairment tests, including the optional assessment of qualitative factors for the annual impairment test, which is used to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. In the qualitative assessment, we consider primary factors such as, industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. This assessment serves as a basis for determining whether it is necessary to perform a quantitative impairment test.

The quantitative evaluation compares the carrying value of each reporting unit that has goodwill with the estimated fair value of the respective reporting unit. Should the carrying value of a reporting unit be in excess of the estimated fair value of that reporting unit, a goodwill impairment loss will be recognized.

As of December 31, 2023, our goodwill balance was RMB4.9 billion, and the goodwill associated with the home renovation and furnishing reporting unit was RMB3.2 billion. We performed a quantitative impairment test on the goodwill associated with home renovation and furnishing reporting unit. We estimated the fair value of home renovation and furnishing reporting unit using an income approach based on a discounted cash flow model. Significant estimates and assumptions used in the discounted cash flow model included management’s best estimate of forecast revenues used to calculate projected future cash flows and discount rate.

Forecasted revenues. The financial projection covering a five-year period of each reporting based on the financial budgets approved by our management, which considering the historical performance and its expectation for future market development.

Discount rate. When measuring possible impairment, future cash flows are discounted at a rate that is consistent with a weighted-average cost of capital that we anticipate a potential market participant would use. Weighted-average cost of capital is an estimate of the overall risk-adjusted rate of return expected by equity and debt holders of a business enterprise.

The following table sets out the key assumptions on which management had based its cash flow projections to undertake impairment testing of goodwill of home renovation and furnishing reporting unit:

	<u>As of December 31, 2023</u>
	<u>Home renovation and furnishing reporting unit</u>
Annual growth rate of revenue in the projected period	9%-41%
Post-tax discount rate	14%

The headroom for home renovation and furnishing reporting unit as of December 31, 2023, is as follows, and the fair value of this reporting unit would equal to its carrying amount if the key assumptions were to change as follows:

	<u>As of December 31, 2023</u>
	<u>Home renovation and furnishing reporting unit</u>
Headroom	325,032
Forecasted revenue	-6% for each forecasted year
Post-tax discount rate	+1.02%

## **Item 6. Directors, Senior Management and Employees**

### **A. Directors and Senior Management**

#### **Baihui Partnership**

To ensure the sustainability and governance of our company and better align them with the interests of our stakeholders, our management has established an executive partnership, the Baihui Partnership, to help us better manage our business and to carry out our vision, mission and value continuously. The structure of the Baihui Partnership is designed to promote people with diverse skillsets but sharing the same core values and beliefs that we hold dear.

The Baihui Partnership is operated under principles, policies and procedures that evolve with the development of our business and encompass the following major aspects:

#### ***Nomination and Election of Partners***

Partners will be elected annually through a nomination process, whereby existing partners may propose candidates to the partnership committee described below. Election of new partners requires the affirmative vote of not less than 75% of all the partners. In order to be elected a partner, the partner candidate must meet certain quality standards to be determined by the Baihui Partnership from time to time.

The partners of the Baihui Partnership include Mr. PENG Yongdong and Mr. SHAN Yigang, each holding 50% of limited partnership interests. The Baihui Partnership no longer has right to appoint Executive Directors to our board and CEO nomination right pursuant to our currently effective memorandum and articles of association.

#### ***Partnership Committee***

The Partnership Committee is the primary management body of the Baihui Partnership. The Partnership Committee shall consist of no more than three partners, and all decisions of the Partnership Committee will be made by certain votes of the members. The authorities of the Partnership Committee include, but not limited to, the following areas:

- allocating the relevant portion of the annual cash bonus pool for the partner members of management, with any amounts payable to partners who are our directors and executive officers subject to approval of the compensation committee of our board of directors;
- manage, invest, distribute and dispose of the assets of the Baihui Partnership, including the aggregate deferred bonuses and any income thereof, for the benefit of the partnership; and
- administrating the election of partners.

Partnership Committee members serve for a term of two years and may serve multiple terms, unless terminated upon his or her death, resignation, removal, incapacity of such member or termination of his or her membership in the partnership or certain conditions as determined by Baihui Partnership. Prior to each election that takes place once every certain years, the Partnership Committee will nominate a number of partner candidates to stand for election by Baihui Partnership. The members of the Partnership Committee include Mr. PENG Yongdong and Mr. SHAN Yigang.



### ***Bonus Allocation***

Each year, the board of directors, acting on the recommendation of our compensation committee, shall approve (i) the aggregate cash bonus pool for senior management of our company for the preceding fiscal year based on a percentage of our adjusted pre-tax operating profits for such fiscal year; and (ii) the allocation of such cash bonus pool between senior management member who are also partners of the Baihui Partnership and who are not partners.

Once the aggregate cash bonus pool is determined, the Partnership Committee will then determine (i) the allocation of the aggregate bonus pool between current year bonus pool and deferred bonus pool, if it deems advisable; and (ii) the allocation of the bonus pool among the partners. The bonus amounts payable to partners who are executive officers or directors will be subject to approval of the compensation committee. The Partnership Committee may also determine, at its sole discretion, to pay a bonus out of the assets of the Baihui Partnership.

### ***Partner Termination, Retirement and Removal***

Partners may elect to retire or withdraw from the Baihui Partnership at any time. Conditions of automatic retirement as determined by Baihui Partnership apply to partners. Unless otherwise provided, partners may be removed upon affirmative vote of not less than 75% of all partners, in the event that the Partnership Committee determines that such partner fails to meet any of the qualifying standards and so recommend to Baihui Partnership.

### ***Amendment of Partnership Agreement***

Amendment of the partnership agreement requires certain affirmative vote of all partners. The Partnership Committee may administer and modify the terms of the partnership agreement, but only to the extent such modifications are administrative or technical in nature that are not inconsistent with other provisions of the partnership agreement as in effect at the time.

### **Directors and Executive Officers**

*ZUO Hui*, our founder and permanent chairman emeritus, was a pioneer and visionary and respected leader in China's housing transactions and services industry. Through his vision and leadership, we have gained tremendous amount of industry and operational know-hows through over 20 years of execution excellence, and evolved into the leading platform we are today. During his chairman capacity, Mr. ZUO, together with Beike's co-founders, Mr. PENG Yongdong and Mr. SHAN Yigang, had led our senior management to execute his strong vision to build and launch our *Beike* platform, pioneer the creation of Agent Cooperation Network, continually invest in talents and technologies, and proactively address industry-wide issues to achieve our continued growth and success. Honored as permanent chairman emeritus, Mr. ZUO's values and beliefs have been imprinted in our core DNA, strengthening the commitment of our management team and leading our self-driven transformations along the journey ahead.

Mr. ZUO served as our chairman since he founded Beijing Lianjia in 2001. In addition, Mr. ZUO held positions in various social organizations, such as the vice president of China Institute of Real Estate Appraisers and Agents since 2013, the vice president of the China Real Estate Chamber of Commerce since 2016, and a standing member of the 12th Executive Committee of All-China Federation of Industry and Commerce since 2017.

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

<b>Directors and Executive Officers</b>	<b>Age</b>	<b>Position/Title</b>
PENG Yongdong	44	Co-Founder, Chairman of the Board and Chief Executive Officer
SHAN Yigang	51	Co-Founder and Executive Director
XU Wangang	58	Vice Chairman and Executive Director
XU Tao	50	Executive Director and Chief Financial Officer
LI Zhaohui (Jeffrey)	48	Director
CHEN Xiaohong	54	Independent Director
ZHU Hansong	54	Independent Director
WU Jun	55	Independent Director

*PENG Yongdong* has served as our executive director since December 2018 and the chairman of the board of directors since May 2021, and he co-founded Beike with Mr. ZUO and Mr. SHAN. Mr. PENG has been the chief executive officer of Lianjia.com (Beijing) Technology Co., Ltd., which later changed its name to Beike Zhaofang (Beijing) Technology Co., Ltd., since April 2017 and successively served as the vice general manager and general manager of Beijing Lianjia since January 2010. Prior to that, Mr. PENG served as a senior consultant of strategy and revolution at IBM China Company Limited from July 2006 to January 2010. He acted as a senior manager at E-Power (Hangzhou) Co., Ltd. from August 2001 to March 2003. Mr. PENG received his bachelor's degree in electrical engineering and automation from Zhejiang University in June 2001 and an MBA degree from Tsinghua University in July 2006 (a joint program by Tsinghua University and Massachusetts Institute of Technology).

*SHAN Yigang* has served as our executive director since July 2018, and he co-founded Beike with Mr. ZUO and Mr. PENG. He served as a director of Beijing Lianjia from December 2007 to September 2021. Mr. SHAN has served as a director of Ziroom Inc. since December 2017, and an independent non-executive director of Keep Inc. (HKEx: 3650) since July 2023. Prior to joining Beijing Lianjia, Mr. SHAN was the co-founder and served as the vice president of Dalian Haowangjiao Real Estate Brokerage Co., Ltd. from December 1999 to November 2007. Mr. SHAN obtained his EMBA degree from Tsinghua University in January 2019.

*XU Wangang* has served as the vice chairman of our board of directors since July 2023 and an executive director since May 2021, and our director from December 2018 to August 2020. He also successively served as our co-chief operating officer and chief operating officer from May 2018 to July 2023. From July 2017 to May 2018, Mr. XU worked as the head of western region of our Group and was responsible for the overall operation management of the western region of our company. From December 2015 to June 2017, Mr. XU served as the general manager at Sichuan Lianjia Real Estate Brokerage Co., Ltd., our wholly-owned subsidiary. Mr. XU founded Sichuan Eden City Real Estate E-Commerce Co., Ltd. in August 2004, which was deregistered in March 2014. Mr. XU founded Sichuan Eden City Real Estate Brokerage Co., Ltd. in December 2009 and served as the general manager, which was renamed as Sichuan Yicheng Real Estate Brokerage Co., Ltd. in April 2011, and was subsequently acquired by Beijing Lianjia in December 2015 and renamed as Sichuan Lianjia Real Estate Brokerage Co., Ltd. Mr. XU served as a manager of Chengdu Chengdian Wantong Investment Co., Ltd. from September 2001 to September 2004. Mr. XU served successively as a staff member and manager in technology R&D department at No. 10 Research Institute of Ministry of Electronics Industries (currently known as China Electronics Technology Group Corporation No.10 Research Institute) from September 1986 to August 2001. Mr. XU graduated from University of Electronic Science and Technology of China with a bachelor's degree in electronic engineering in July 1986.

*XU Tao* has served as our executive director since August 2021 and our director from December 2018 to August 2020. He has served as the chief financial officer of Beike since November 2016. Prior to that, Mr. XU was the chief financial officer of Beijing SenseTime Technology Development Co., Ltd. from June to October 2016. From August 2014 to December 2015, he served as the chief financial officer of Beijing Didi Infinity Technology and Development Co., Ltd. From September 2011 to July 2014, Mr. XU served as the chief financial officer of the China Region of Dimension Data Information Technology (Beijing) Co., Ltd. From April 2008 to February 2011, Mr. XU served as the financial director of China region of Sun Microsystems China Co., Ltd. From May 2001 to March 2008, Mr. XU successively served as the financial director of Greater China and chief financial officer at Lucent Technology (China) Co., Ltd. From 1999 to 2001, he worked as the financial manager of Beijing Sohu Internet Information Service Co., Ltd. Prior to that, Mr. XU worked at Pepsi. Mr. XU received his bachelor's degree in economics from Capital University of Economics and Business in July 1996 and a master's degree of commerce in international professional accounting from the University of New South Wales in October 2005.

*LI Zhaohui (Jeffrey)* has served as our director since December 2018 and was re-designated as a non-executive director with effect from May 2022. Mr. LI joined Tencent in March 2011 and currently serves as the vice president and head of investment department at Tencent, and as the managing partner of Tencent Investment. Before joining Tencent, Mr. LI served as an investment principal at Bertelsmann Asia Investment Fund from September 2008 to May 2010. Prior to that, Mr. LI held various positions related to product and business in Google and Nokia. Mr. LI also holds or held directorships at various other public companies. He has been a director of Kuaishou Technology (HKEx: 1024) since March 2017 and Zhihu Inc. (NYSE: ZH and HKEx: 2390) since September 2015. He also served as a director of Fenbi Ltd. (HKEx: 2469) from December 2020 to March 2023, Howbuy Wealth Management Co., Ltd. (NEEQ: 834418) from December 2013 to August 2022, and Missfresh Limited (Nasdaq: MF) from June 2017 to November 2021. Mr. LI received a bachelor's degree in economics majoring in enterprise management from Peking University in July 1998 and an MBA degree from Duke University Fuqua School of Business in May 2004.

*CHEN Xiaohong* has served as our independent director since August 2020 and was re-designated as an independent non-executive director with effect from May 2022. Ms. CHEN has been serving as the founding and managing partner of H Capital since March 2014. Before founding H Capital, Ms. CHEN served as a managing director at Tiger Global responsible for its investment activities in China from September 2004 to February 2012. Prior to that, Ms. CHEN was at Joyo.com from February 2004 to September 2004 serving as VP of Business Development and at Veronis Suhler Stevenson from July 1994 to February 2004, lastly serving as a managing director. Ms. CHEN currently serves on the board of directors of a number of private companies. Ms. CHEN received her bachelor's degree in history from Peking University in July 1992 and a master's degree in library service from Rutgers University in May 1994.

*ZHU Hansong* has served as our independent director since August 2021 and was re-designated as an independent non-executive director with effect from May 2022. Mr. ZHU founded Seekers Capital (Jiangyin) Co., Ltd. in March 2022 and currently serves as its chairman and general manager. Mr. ZHU worked for Goldman Sachs from June 2000 to December 2019 and held several positions, including associate, executive director, managing director and partner. Before retiring from Goldman Sachs in December 2019, Mr. ZHU was the co-head of China Investment Banking, the head of industrial and natural resources group in Asia Ex-Japan, the chief executive officer of Goldman Sachs Gao Hua Securities Company Limited, and a member of the Asia Pacific Commitments Committee and Investment Banking Division Client and Business Standards Committee of Goldman Sachs. Prior to joining Goldman Sachs, Mr. ZHU worked at China International Capital Corporation Limited from November 1995 to June 2000. Mr. ZHU has been an independent non-executive director of Geely Automobile Holdings Limited (HKEx: 175) since October 2023. He served as an independent director of Kidswant Children Products Co., Ltd. (SZSE: 301078) from March 2020 to May 2022, and Missfresh Limited (Nasdaq: MF) from June 2021 to September 2022. Mr. ZHU received a bachelor's degree in economics from Nanjing University in July 1991 and a master's degree in economics from Peking University in July 1994.

*WU Jun* has served as our independent director since March 2022 and was re-designated as an independent non-executive director with effect from May 2022. Mr. WU is the founder and has been serving as the chairman of the board of Beijing Radium Lab Technology Co., Ltd. since February 2018. He is a co-founder of Beijing Wisdon Technology Co., Ltd. where he joined in March 2017. He has also been serving as a non-independent director of Unilumin Group Co., Ltd. (SZSE: 300232) since May 2022. From August 2010 to May 2017, Mr. WU held various positions, including chief executive officer, chief financial officer and executive vice president, at AsiaInfo Holdings, LLC (formerly known as AsiaInfo-Linkage, Inc., a provider of telecommunication software solutions and services in China that was listed on the Nasdaq from 2000 to 2014). From February 2008 to August 2010, Mr. WU served as the chief financial officer of iSoftStone Information Technology (Group) Co., Ltd., a subsidiary of iSoftStone Holdings Limited, a China-based IT services provider that was listed on the NYSE from 2010 to 2014. Prior to that, Mr. WU served as a vice president in the finance department at Huawei Technologies Co., Ltd. from May 2006 to February 2008. From April 1997 to June 2005, Mr. WU worked for Lucent Technology (China) Co., Ltd. and held various positions, lastly as the chief financial officer in the Greater China area. From August 1995 to November 1996, he was an accountant at the Beijing Representative Office of SAP AG and subsequently at SAP (Beijing) Software System Co., Ltd. Prior to that, Mr. WU held certain financial management positions, including the management accountant, sales routine supervisor and logistics assistant manager, at Wall's China Co., Ltd. from January 1991 to April 1995. Mr. WU graduated from the University of International Business and Economics with a diploma majoring in international accounting in July 1989 and he received an MBA degree from City University of Seattle in June 1999.

## **B. Compensation**

### **Compensation of Directors and Executive Officers**

For the year ended December 31, 2023, we paid an aggregate of RMB34.0 million (US\$4.8 million) in cash to our directors and executive officers. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our directors and executive officers. Our PRC subsidiaries and the 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.

## **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 60-day 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.

## **Share Incentive Plans**

### ***2018 Share Option Plan***

In 2018, our shareholders and board of directors adopted the Pre-IPO Share Option Scheme, or the 2018 Share Option Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants, and promote the success of our business. Before we incorporated our Cayman Islands holding company KE Holdings Inc. and adopted this 2018 Share Option Plan, Beijing Lianjia, our main operating entity in China before the reorganization, had also granted share awards to our employees. Upon the adoption of 2018 Share Option Plan at the Cayman Islands holding company level, we and our employees agreed to switch all share awards granted at Beijing Lianjia level to the options to purchase ordinary shares in KE Holdings Inc., under the same terms and conditions.

The maximum aggregate number of Class A ordinary shares issuable pursuant to all awards under the plan is 350,225,435.

The following paragraphs describe the principal terms of the Plan.

*Type of Awards.* The Plan permits the awards of options.

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*Plan Administration.* The Plan is administered by the Administrator(s) designated by our board of directors from time to time. The Administrator determines, among others, the participants eligible to receive awards, the number of options to be granted to each eligible participant, and the terms and conditions of each award grant. Mr. PENG Yongdong is currently the Administrator of the plan.

*Award Agreement.* Awards granted under the Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each award, which may include the term of the award, restrictions on transfer of the award, and the provisions applicable in the event that the grantee's employment or service terminates.

*Eligibility.* We may grant awards to our employees, directors and consultants.

*Vesting Schedule.* In general, the Administrator determines the vesting schedule, which is specified in the relevant award agreement.

*Exercise of Awards.* Our board of directors and the Administrator determine the exercise price, as applicable, for each award, which is stated in the relevant award agreement. Options that are vested and exercisable will terminate if they are not exercised prior to the time set by the Administrator at the time of grant.

*Transfer Restrictions.* Awards may not be transferred in any manner by the participant unless approved by the Board in writing or, on the death of the grantee, to his or her personal representative(s).

*Termination and Amendment of the Plan.* Unless terminated earlier, the Plan has a term of ten years. Our board of directors may amend or vary any of the provisions of the Plan, which may or may not affect adversely any rights which have accrued to any grantee at the time. Any such amendment or variation of provisions by the board directors shall not require any prior consent by or notice to any other party.

The following table summarizes the options granted under the 2018 Share Option Plan to our directors and executive officers after our initial public offering on the NYSE, excluding awards that were forfeited or cancelled after the relevant grant dates.

	<u>Class A Ordinary Shares Underlying Options Awarded</u>	<u>Exercise Price (US\$/Share)</u>	<u>Dates of Grant</u>	<u>Date of Expiration</u>
CHEN Xiaohong	10,965	US\$0.00002	July 23, 2021	July 23, 2031

As of February 29, 2024, granted options to purchase an aggregate of 32,373,993 Class A ordinary shares remain outstanding under the 2018 Share Option Plan. No options were or will be granted after our Hong Kong Listing.

### **2020 Share Incentive Plan**

In July 2020, our shareholders and board of directors adopted the 2020 Global Share Incentive Plan, or the 2020 Share Incentive Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants, and promote the success of our business. Our board of directors resolved to amend the 2020 Share Incentive Plan to comply with Chapter 17 of the Hong Kong Listing Rules in April 2022, effective upon our Hong Kong Listing on May 11, 2022. The maximum aggregate number of Class A ordinary shares which may be issued pursuant to all awards under the 2020 Share Incentive Plan is 253,246,913 upon the Hong Kong Listing, excluding 43,407,213 restricted share units representing the same number of underlying Class A ordinary shares that were granted before the Hong Kong Listing. The maximum aggregate number may be renewed subject to our shareholders' approval in accordance with the Hong Kong Listing Rules and other applicable laws and regulations. The size of the 2020 Share Incentive Plan is to be equitably adjusted in the event of an alteration in our capital structure by way of a capitalization of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares or reduction of our share capital in accordance with the Hong Kong Listing Rules and/or other applicable laws.

The following paragraphs describe the principal terms of the 2020 Share Incentive Plan.

*Types of awards.* The plan permits the awards of options, restricted shares, and restricted share unit awards or other types of awards approved by our board of directors or the compensation committee of the board.

*Plan administration.* Our board of directors or the compensation committee administer the plan. The board or the compensation committee determines, among other things, the participants eligible to receive awards, the type or types of awards to be granted to each eligible participant, the number of awards to be granted to each eligible participant, and the terms and conditions of each award grant.

*Award agreement.* Awards granted under the 2020 Share Incentive Plan will be evidenced by a written agreement, contract, or other instrument or document, or the award agreement. The award agreement shall include additional provisions specified by the board or the compensation committee. The award agreement shall set forth the number of shares subject to the award and the terms and conditions of the award as determined by the board or the compensation committee.

*Options.* The exercise price per share subject to an option granted under the 2020 Share Incentive Plan shall be determined by our board of directors and/or the compensation committee and set forth in the award agreement which may be a fixed price but in any event shall not be less than the higher of:

- the per-share closing price of our ADSs on the NYSE on the date of grant, which must be an NYSE trading day; and
- the average per-share closing price of our ADSs on the NYSE for the five NYSE trading days immediately preceding the date of grant.

Unless approved by shareholders, the maximum number of new Class A ordinary shares issued and allotted and to be issued and allotted upon the vesting of the options granted to each participant pursuant to the 2020 Share Incentive Plan (including all exercised and outstanding options) in any 12-month period shall not exceed 1% of our Class A ordinary shares in issue.

*Restricted shares.* Each award of restricted shares under the 2020 Share Incentive Plan shall be evidenced by an award agreement that shall specify the period of restrictions, the number of restricted shares granted, and such other terms and conditions as our board of directors and/or the compensation committee, in its sole discretion, shall determine. Unless our board of directors and/or the compensation committee determines otherwise, restricted shares shall be held by us as escrow agent until the restrictions on such restricted shares have lapsed. Restricted shares shall be subject to such restrictions on transferability and other restrictions as the board of directors and/or the compensation committee may impose.

*Restricted Share Units.* Each award of restricted share units under the 2020 Share Incentive Plan shall be evidenced by an award agreement that shall specify any vesting conditions, the number of restricted share units granted, and such other terms and conditions as the board of directors and/or the compensation committee, in its sole discretion, shall determine. At the time of grant, the board of directors and/or the compensation committee shall specify the date or dates on which the restricted share units shall become fully vested and nonforfeitable. Upon vesting, the board of directors and/or the compensation committee, in its sole discretion, may pay restricted share units in the form of cash, shares or a combination thereof.

*Eligibility.* We may grant awards to our directors, consultants, and employees.

*Transfer restrictions.* Unless otherwise provided in the provisions of the 2020 Share Incentive Plan, all awards under the 2020 Share Incentive Plan are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge.

*Termination and amendment of the 2020 Share Incentive Plan.* Unless terminated earlier, the 2020 Share Incentive Plan has a term of ten years. Our board of directors may, at any time and from time to time, terminate, amend or modify the 2020 Share Incentive Plan. However, no termination, amendment, or modification of the 2020 Share Incentive Plan may adversely affect in any material way any award previously granted pursuant to the 2020 Share Incentive Plan without the prior written consent of the participant or result in any non-compliance with the Hong Kong Listing Rules.



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The following table summarizes, as of February 29, 2024, the restricted share units granted under the 2020 Share Option Plan to our directors and executive officers, excluding awards that were forfeited or cancelled after the relevant grant dates.

	Class A Ordinary Shares Underlying Restricted Share Units Awarded	Date of Grant
CHEN Xiaohong	104,715	September 28, 2022, June 27, 2023, September 26, 2023
ZHU Hansong	44,877	September 28, 2022, June 27, 2023, September 26, 2023
WU Jun	28,464	March 29, 2023, September 26, 2023
<b>Total</b>	<b>178,056</b>	

As of February 29, 2024, granted restricted share units to purchase an aggregate of 64,805,271 Class A ordinary shares remain outstanding under the 2020 Share Option Plan.

### 2022 Share Incentive Plan

In January 2022, our board of directors adopted the 2022 Share Incentive Plan, which became effective in May 2022, to promote the success and enhance our value, by linking the personal interests of our directors, employees, and consultants to those of shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to shareholders. The maximum aggregate number of Class A ordinary shares which may be issued pursuant to all awards under the 2022 Share Incentive Plan is 125,692,439.

The following paragraphs describe the principal terms of the 2022 Share Incentive Plan.

*Types of awards.* The plan permits the awards of options, restricted shares, and restricted share units or other types of awards approved by our board of directors or a designated committee of the board.

*Plan administration.* The 2022 Share Incentive Plan is administered by our board of directors or one or more designated committees to whom the board may delegate the authority to grant or amend awards under the 2022 Share Incentive Plan to participants, other than any of the board members. Our board of directors or the designated committee determines, among other things, the participants eligible to receive awards, the type or types of awards to be granted to each eligible participant, the number of awards to be granted to each eligible participant, and the terms and conditions of each award grant.

*Award agreement.* Awards granted will be evidenced by an award agreement. The award agreement shall include additional provisions specified by our board of directors. The award agreement shall set forth the number of shares subject to the award and the terms and conditions of the award as determined by our board of directors.

*Eligibility.* We may grant awards to our directors, consultants, and employees.

*Vesting schedule.* Our board of directors determines the vesting schedule, which is specified in the relevant award agreement.

*Exercise of awards.* The exercise price per share subject to an option is determined by our board of directors and set forth in the award agreement which may be a fixed price or a variable price related to the fair market value of the shares.

*Transfer restrictions.* Unless otherwise provided in the provisions of the 2022 Share Incentive Plan, all awards under the 2022 Share Incentive Plan are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge.

*Termination and amendment of the 2022 Share Incentive Plan.* Unless terminated earlier, the 2022 Share Incentive Plan has a term of ten years. Our board of directors may, at any time and from time to time, terminate, amend or modify the 2022 Share Incentive Plan. However, no termination, amendment, or modification of the 2022 Share Incentive Plan may adversely affect in any material way any award previously granted pursuant to the 2022 Share Incentive Plan without the prior written consent of the participant.

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The following table summarizes, as of February 29, 2024, the restricted shares granted under the 2022 Share Incentive Plan to our directors and executive officers. No awards remain outstanding under the 2022 Share Incentive Plan. We did not and will not issue any awards pursuant to the 2022 Share Incentive Plan after the Hong Kong Listing.

	<b>Class A Ordinary Shares Underlying Awards Awarded</b>	<b>Date of Grant</b>
PENG Yongdong	71,824,250	May 5, 2022
SHAN Yigang	53,868,189	May 5, 2022

**C. Board Practices**

**Board of Directors**

Our board of directors consists of eight 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 or her interest at a meeting of our directors. Subject to the New York Stock Exchange rules, the Hong Kong Listing Rules and disqualification by the chairman of the relevant board meeting, a director may vote with respect to any contract, proposed contract or arrangement notwithstanding that he or she may be interested therein, and if he or she does so his or her vote shall be counted and he or she may be counted in the quorum at any meeting of our directors at which any such contract or proposed contract or arrangement is considered. Our directors may exercise all the powers of our company to raise or borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof, to issue debentures, debenture stock, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of our company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

**Committees of the Board of Directors**

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

*Audit Committee.* Our audit committee consists of CHEN Xiaohong, ZHU Hansong and WU Jun. CHEN Xiaohong is the chairperson of our audit committee. We have determined that CHEN Xiaohong, ZHU Hansong and WU Jun satisfy the "independence" requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange and Rule 10A-3 under the Exchange Act. We have determined that CHEN Xiaohong qualifies as an "audit committee financial expert," and is an independent non-executive director with the appropriate accounting and related financial management expertise as required under Rules 3.10(2) and 3.21 of the Hong Kong Listing Rules. The audit committee is also in compliance with Rule 3.21 of the Hong Kong Listing Rules and the requirements regarding the audit committee in the Corporate Governance Code as set out in Appendix C1 to the Hong Kong Listing Rules. The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- making recommendations on the appointment of the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our risk management, accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- overseeing the fairness and appropriateness of our proposed related party transactions;
- meeting separately and as often as it determines necessary with management and the independent auditors;

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- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance; and
- assuming other duties and responsibilities as required under the Corporate Governance Rules of the New York Stock Exchange and the Hong Kong Listing Rules.

*Compensation Committee.* Our compensation committee consists of WU Jun, CHEN Xiaohong and ZHU Hansong. WU Jun is the chairperson of our compensation committee. We have determined that WU Jun, CHEN Xiaohong and ZHU Hansong satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange. The compensation committee is also in compliance with Rule 3.25 of the Hong Kong Listing Rules and the requirements regarding the compensation committee in the Corporate Governance Code as set out in Appendix C1 to the Hong Kong Listing Rules. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving, with delegated responsibility, or recommending to the board for its approval, the compensation for our executive directors, chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving, or recommending to the board for its approval, any incentive compensation or equity plans, programs or similar arrangements;
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person’s independence from management; and
- assuming other duties and responsibilities as required under the Corporate Governance Rules of the New York Stock Exchange and the Hong Kong Listing Rules.

*Nomination Committee.* Our nomination committee consists of CHEN Xiaohong, SHAN Yigang and ZHU Hansong. CHEN Xiaohong is the chairperson of our nomination committee. We have determined that CHEN Xiaohong and ZHU Hansong satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange. The nomination committee is also in compliance with Rule 3.27A of the Hong Kong Listing Rules, the requirements in respect of nomination committee in the Corporate Governance Code as set out in Appendix C1 to the Hong Kong Listing Rules and the requirements regarding corporate governance committee under Chapter 8A of the Hong Kong Listing Rules. The primary duties of the nomination committee are, among other things:

- to make recommendations to the Board regarding the appointment of directors and board succession.
- to review the structure, size and composition of the board at least annually and make recommendations on any proposed changes to the board to complement the Company’s corporate strategy; and
- assess the independence of the directors.

*Corporate Governance Committee.* Our corporate governance committee consists of ZHU Hansong, CHEN Xiaohong and WU Jun. ZHU Hansong is the chairperson of our corporate governance committee. We have determined that ZHU Hansong, CHEN Xiaohong and WU Jun satisfy the “independence” requirements of Section 303A of the Corporate Governance Rules of the New York Stock Exchange. The corporate governance committee is also in compliance with the requirements in respect of corporate governance committee in the Corporate Governance Code as set out in Appendix C1 to the Hong Kong Listing Rules and with the requirements regarding corporate governance committee under Chapter 8A of the Hong Kong Listing Rules. The primary duties of the corporate governance committee are, among other things, to ensure that we are operated and managed for the benefit of all shareholders and to ensure our compliance with the Hong Kong Listing Rules and safeguards relating to the weighted voting right structures of us. In accordance with Rule 8A.30 of the Hong Kong Listing Rules and the Corporate Governance Code as set out in Appendix C1 to the Hong Kong Listing Rules, the work of our corporate governance committee as set out in its terms of reference includes, among others:

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- to develop and review periodically, the corporate governance principles adopted by the board to assure that they are appropriate for us and comply with the requirements of the Hong Kong Stock Exchange, and recommend any desirable changes to the board;
- to advise the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any corrective action to be taken;
- to review our compliance with Appendix C1 to the Hong Kong Listing Rules and disclosure in the corporate governance report under Appendix C1 to the Hong Kong Listing Rules;
- to review and monitor whether we are operated and managed for the benefit of all its shareholders;
- to review and monitor all risks related to our weighted voting rights structure and the management of conflicts of interests, make a recommendation to the board on any matter where there is any risk or a potential conflict of interest between Beike and any beneficiary of weighted voting rights, and confirm, on an annual basis, that the beneficiaries of weighted voting rights have complied with certain Hong Kong Listing Rules; and
- to oversee the management of ESG related matters.

### **Duties of Directors**

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

- convening shareholders' annual and extraordinary general meetings and reporting its work to shareholders at such meetings;
- declaring dividends and distributions;
- appointing officers and determining the term of office of the officers;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- approving the transfer of shares in our company, including the registration of such shares in our share register.

### **Terms of Directors and Officers**

Our officers are elected by and serve at the discretion of the board of directors. Our directors may be elected by an ordinary resolution of our shareholders. Each Class A ordinary share and each Class B ordinary share shall entitle its holder to one vote on a poll at a general meeting in respect of a resolution approving the appointment, election or removal of any independent non-executive director (as defined in our currently effective memorandum and articles of association). Alternatively, our board of directors may, by the affirmative vote of a simple majority of the directors present and voting at a board meeting appoint any person as a director to fill a casual vacancy on our board or as an addition to the existing board. Any director so appointed shall hold office only until our next following annual general meeting and shall then be eligible for re-election at that meeting. Our directors shall serve and hold office until expiry of his or her terms or until such time as they are removed from office by ordinary resolutions of the shareholders. At our annual general meeting, the independent non-executive directors for the time being shall retire from office by rotation provided that every independent non-executive director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. A retiring independent non-executive director shall retain office until the close of the meeting at which he retires and shall be eligible for re-election thereat. Pursuant to our currently effective articles of association, our board of directors shall consist of not less than three but not more than nine directors. In addition, a director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns his or her office by notice in writing to us; (iv) without special leave of absence from the Board, is absent from meetings of the Board for four consecutive meetings and the Board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our articles of association.

#### D. Employees

We had a total of 110,082, 98,540, 116,344 employees as of December 31, 2021, 2022 and 2023, respectively. The following table sets forth the numbers of our employees categorized by function as of December 31, 2023.

Function	Number of Employees
Agents and supporting staff	91,256
Platform operations	6,330
Research and development	1,889
Business development, sales and marketing	5,554
Administration and management	11,315
<b>Total</b>	<b>116,344</b>

As of December 31, 2023, our employees were mainly based in mainland China. A large portion of our employees are based in Beijing where our headquarters is located, and the rest are mainly at our subsidiaries and branches across the nation.

Our success depends on our ability to attract, motivate, train and retain qualified personnel. See “Item 4. Information on the Company—B. Business Overview—Modules in Our Infrastructure—Professional Development and Support.” 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. In addition, we invest significant resource in the recruitment of employees to support our fast growth of business operations. In particular, we have been successfully attracted a large number of college graduates to join our offline operations in delivering real estate brokerage services to housing customers and experienced and talented research and development professionals to join us in expanding and enhancing our platform technology capabilities.

As required by 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 provident fund. 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. Bonuses are generally discretionary and based in part on employee performance and in part on the overall performance of our business. We have granted, and plan to continue to grant, share-based incentive awards to our employees in the future to incentivize their contributions to our growth and development.

We enter into standard labor contracts with our employees. To date, we have not experienced any significant labor disputes. None of our employees is represented by a labor union.

#### 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 February 29, 2024 by:

- each of our directors and executive officers; and
- each of our principal shareholders who beneficially own 5% or more of our total outstanding shares.

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The calculations in the table below are based on 3,591,120,879 ordinary shares, being the sum of 3,440,744,631 Class A ordinary shares (excluding the 86,158,149 Class A ordinary shares registered in the name of the depositary bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and 21,969,609 Class A ordinary shares in the form of ADSs repurchased but not cancelled) and 150,376,248 Class B ordinary shares issued and outstanding, as of February 29, 2024.

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

	Ordinary Shares Beneficially Owned				% of Aggregate Voting Power**
	Class A Ordinary Shares	Class B Ordinary Shares	Total Ordinary Shares on an As Converted Basis	% of Beneficial Ownership	
<b>Directors and Executive Officers*:</b>					
PENG Yongdong <sup>(1)</sup>	77,067,211	104,873,314	181,940,525	5.1 %	22.8 %
SHAN Yigang <sup>(2)</sup>	56,143,030	45,502,934	101,645,964	2.8 %	10.3 %
XU Wangang <sup>(3)</sup>	31,917,977	—	31,917,977	0.9 %	0.6 %
XU Tao <sup>(4)</sup>	7,300,000	—	7,300,000	0.2 %	0.1 %
LI Zhaohui (Jeffrey)	—	—	—	0.0 %	0.0 %
CHEN Xiaohong <sup>(5)</sup>	14,929,428	—	14,929,428	0.4 %	0.3 %
ZHU Hansong <sup>(6)</sup>	24,003	—	24,003	0.0 %	0.0 %
WU Jun <sup>(7)</sup>	25,140	—	25,140	0.0 %	0.0 %
All Directors and Executive Officers as a Group	187,406,789	150,376,248	337,783,037	9.4 %	34.2 %
<b>Principal Shareholders:</b>					
Propitious Global Holdings Limited <sup>(8)</sup>	849,601,280	—	849,601,280	23.7 %	17.2 %
Baihui Partners L.P. <sup>(9)</sup>	849,601,280	—	849,601,280	23.7 %	17.2 %
Entities affiliated with Tencent <sup>(10)</sup>	410,842,111	—	410,842,111	11.4 %	8.3 %

Notes:

\* Except as indicated otherwise below, the address of our directors and executive officers is Oriental Electronic Technology Building, No. 2 Chuangye Road, Haidian District, Beijing, People's Republic of China. The address of Mr. LI Zhaohui is 10F, China Technology Trade Center, No.66 North 4th Ring West Road, Haidian District, Beijing, People's Republic of China. The address of Mr. SHAN Yigang is Building 16, 5 Jiang Tai Road, Chaoyang District, Beijing, People's Republic of China. The business address of Ms. CHEN Xiaohong is Suite 2202, Building C, Yintai Center, No. 2 Jianguomenwai Avenue, Chaoyang District, Beijing, People's Republic of China. The address of Mr. ZHU Hansong is 20-2-801, Yi An Jia Yuan, Beiwa Road, Haidian District, Beijing, People's Republic of China. The address of Mr. WU Jun is No. 88-1, Longhu Yanlanshan, Shunyi District, Beijing, People's Republic of China.

\*\* For each person or group included in this column, percentage of total voting power represents voting power based on both Class A and Class B ordinary shares held by such person or group with respect to all of our outstanding Class A and Class B ordinary shares as a single class. Each holder of our Class A ordinary shares is entitled to one vote per share. Each holder of our Class B ordinary shares is entitled to ten votes per share, subject to Rule 8A.24 of the Hong Kong Listing Rules that requires the reserved matters to be voted on a one vote per share basis. Our Class B ordinary shares are convertible at any time by the holder into Class A ordinary shares on a one-for-one basis.

(1) Represents 104,873,314 Class B ordinary shares and 77,067,211 Class A ordinary shares held by Ever Orient International Limited, a company incorporated in the British Virgin Islands and beneficially owned by Mr. PENG Yongdong. The registered address of Ever Orient International Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.

(2) Represents 45,502,934 Class B ordinary shares and 56,143,030 Class A ordinary shares held by Clover Rich Limited, a company incorporated in the British Virgin Islands and beneficially owned by Mr. SHAN Yigang. The registered address of Clover Rich Limited is Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands.



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- (3) Represents (i) 17,665,669 Class A ordinary shares held by Blossom South Limited, a company incorporated in the British Virgin Islands, (ii) 7,075,188 Class A ordinary shares held by Myriad Talent Investment Limited, a company incorporated in the British Virgin Islands, and (iii) 7,177,120 Class A ordinary shares held by GainWell Investment Corp, a company incorporated in the British Virgin Islands. These shares are beneficially owned by Mr. XU Wangang. The registered address of Blossom South Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands. The registered address of Myriad Talent Investment Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands. The registered address of GainWell Investment Corp is Portcullis Chambers, 4th Floor Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, VG1110, British Virgin Islands.
- (4) Represents (i) 1,586,965 Class A ordinary shares held by New Eminence International Limited, a company incorporated in the British Virgin Islands, (ii) 750,000 Class A ordinary shares held by Great Polaris Holdings Limited, a company incorporated in the British Virgin Islands, and (iii) 4,963,035 Class A ordinary shares held by Ideal Elect Limited, a company incorporated in the British Virgin Islands. These shares are beneficially owned by Mr. XU Tao. The registered address of New Eminence International Limited is Portcullis Chambers, 4th Floor Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, VG1110, British Virgin Islands. The registered address of Great Polaris Holdings Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands. The registered address of Ideal Elect Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
- (5) Represents (i) 14,844,735 Class A ordinary shares (including 9,000,000 Class A ordinary shares represented by ADSs) held by H Capital V, L.P., a limited partnership incorporated in the Cayman Islands and wholly owned by H Capital V GP, L.P (which is wholly owned by H Capital V GP, Ltd.), (ii) 73,728 Class A ordinary shares held by Ms. CHEN Xiaohong in the form of 24,576 ADSs, and (iii) 10,965 Class A ordinary shares that Ms. CHEN may acquire upon exercise of options within 60 days as of February 29, 2024. Ms. CHEN is a director of H Capital V GP, Ltd. and may be deemed as the beneficial owner of these shares. The registered address of H Capital V, L.P. is Floor 4, Willow House, Cricket Square, PO Box 268, Grand Cayman KY1-1104, Cayman Islands.
- (6) Represents 24,003 Class A ordinary shares held by Mr. ZHU Hansong in the form of 8,001 ADSs.
- (7) Represents (i) 10,908 Class A ordinary shares held by Mr. WU Jun in the form of 3,636 ADSs; and (ii) 14,232 Class A ordinary shares that Mr. WU may acquire upon vesting of restricted share units within 60 days as of February 29, 2024.
- (8) Represents 849,601,280 Class A ordinary shares held by Propitious Global Holdings Limited, a company incorporated in the British Virgin Islands. Propitious Global Holdings Limited is wholly owned by Grain Bud Holding Limited, a company incorporated in the British Virgin Islands. Grain Bud Holding Limited is wholly owned by Z&Z Trust. Cantrust (Far East) Limited, a company incorporated in the British Virgin Islands, is acting as the trustee for Z&Z Trust. Mrs. ZUO, the spouse of Mr. ZUO Hui, controls the dispositive power over the securities beneficially held by Z&Z Trust. Propitious Global Holdings Limited has executed and delivered an Irrevocable Proxy and Power of Attorney, as amended, pursuant to which Propitious Global Holdings Limited irrevocably authorized Baihui Partners L.P. to exercise the voting rights represented by all the 849,601,280 Class A ordinary shares held by Propitious Global Holdings Limited. The registered address of Propitious Global Holdings Limited is Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands. The registered address of Grain Bud Holding Limited is Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands.
- (9) Represents 849,601,280 Class A ordinary shares held by Propitious Global Holdings Limited, which has executed and delivered an Irrevocable Proxy and Power of Attorney, as amended, pursuant to which Propitious Global Holdings Limited irrevocably authorized Baihui Partners L.P. to exercise the voting rights represented by all the 849,601,280 Class A ordinary shares held by Propitious Global Holdings Limited. Baihui Partners L.P. is a Cayman Islands exempted limited partnership whose principal business office is 4<sup>th</sup> Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands.

(10) Represents (i) 49,169,495 Class A ordinary Shares held by Morespark Limited, a company incorporated in Hong Kong, which is beneficially owned and controlled by Tencent; (ii) 33,625,445 Class A ordinary shares held by Parallel Stellar Investment Limited, a company incorporated in the Cayman Islands, which is beneficially owned and controlled by Tencent; (iii) 245,499,801 Class A ordinary shares (including 20,400,000 Class A ordinary shares represented by 6,800,000 ADSs) held by Tencent Mobility Limited, a company incorporated in Hong Kong, which is beneficially owned and controlled by Tencent; (iv) 78,947,370 Class A ordinary shares held by Parallel Galaxy Investment Limited, a company incorporated in Hong Kong, which is beneficially owned and controlled by Tencent; and (v) 3,600,000 Class A ordinary shares represented by 1,200,000 ADSs held by Sunshine Peak Holding Limited, a company beneficially owned and controlled by Tencent. The registered address of Morespark Limited, Tencent Mobility Limited and Parallel Galaxy Investment Limited is Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong. The registered address of Parallel Stellar Investment Limited is P.O. Box 309, Uglund House, Grand Cayman KY1-1104, Cayman Islands. Information regarding beneficial ownership is reported as of May 11, 2022, based on the information contained in the Schedule 13D/A filed by Tencent Holdings Limited, among other reporting persons, with the SEC on May 16, 2022.

To our knowledge, as of February 29, 2024, a total of 1,926,185,496 Class A ordinary shares are held by one record holder in the United States, being The Bank of New York Mellon, the depository of our ADS program (including the Class A ordinary shares registered in the name of the depository bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and Class A ordinary shares in the form of ADSs repurchased but not cancelled). None of our outstanding Class B ordinary shares are held by record holders in the United States. The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our Class A ordinary shares in the United States.

We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

### **Enforceability of Civil Liabilities**

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

We have been advised by Harney Westwood & Riegels that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), the Cayman Islands Grand Court will at common law enforce final and conclusive in personam judgments of state and/or federal courts of the United States of America, or the Foreign Court, of a debt or definite sum of money against the Company (other than a sum of money payable in respect of taxes or other charges of a like nature, a fine or other penalty (which may include a multiple damages judgment in an anti-trust action) or where enforcement would be contrary to public policy). The Grand Court of the Cayman Islands will also at common law enforce final and conclusive in personam judgments of the Foreign Court that are non-monetary against the Company, for example, declaratory judgments ruling upon the true legal owner of shares in a Cayman Islands company. The Grand Court will exercise its discretion in the enforcement of non-money judgments by having regard to the circumstances, such as considering whether the principles of comity apply. To be treated as final and conclusive, any relevant judgment must be regarded as *res judicata* by the Foreign Court. A debt claim on a foreign judgment must be brought within 6 years of the date of the judgment, and arrears of interest on a judgment debt cannot be recovered after six years from the date on which the interest was due. The Cayman Islands courts are unlikely to enforce a judgment obtained from the Foreign Court under civil liability provisions of U.S. federal securities law if such a judgment is found by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. Such a determination has not yet been made by the Grand Court of the Cayman Islands. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. A judgment entered in default of appearance by a defendant who has had notice of the Foreign Court's intention to proceed may be final and conclusive notwithstanding that the Foreign Court has power to set aside its own judgment and despite the fact that it may be subject to an appeal the time-limit for which has not yet expired. The Grand Court may safeguard the defendant's rights by granting a stay of execution pending any such appeal and may also grant interim injunctive relief as appropriate for the purpose of enforcement.

Substantially all of our officers and directors are located in China, and it will be difficult to enforce liabilities and enforce judgments on those individuals. Our PRC legal counsel has advised us that there is uncertainty as to whether the courts of China would:

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

Our PRC legal counsel has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law and other applicable laws and regulations based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other written form of reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. As such, the PRC courts will review and determine the applicability of the reciprocity principle on a case-by-case basis and the length of the procedure is uncertain. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on PRC law against a company in China for disputes if they can establish sufficient nexus to the PRC for a PRC court to have jurisdiction, and meet other procedural requirements. It will be, however, difficult for U.S. shareholders to originate actions against us in the PRC in accordance with PRC laws because we are incorporated under the laws of the Cayman Islands and it will be difficult for U.S. shareholders, by virtue only of holding the ADSs or ordinary shares, to establish a connection to the PRC for a PRC court to have jurisdiction as required under the PRC Civil Procedures Law. In addition to the aforesaid uncertainties, the foreign shareholders seeking the enforcement of a foreign judgement in the PRC courts could incur substantial legal and other costs that may be material to the shareholders. Shareholders could potentially spend a considerable amount of time and other resources to go through the recognition and enforcement procedure, which may be a significant burden for the shareholders, but with no assurance of ultimate success.

**F. Disclosure of Registrant’s Action to Recover Erroneously Awarded Compensation**

Not applicable.

**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**

**Contractual Arrangements with the VIEs and Their Shareholders**

See “Item 4. Information on the Company—C. Organizational Structure.”

**Transactions with Ziroom Inc.**

We had related party transactions with Ziroom Inc., its subsidiaries and consolidated affiliated entities, or collectively Ziroom, a group that has a principal shareholder, Mrs. ZUO, and a director in common with us. We had revenues from Ziroom in the amount of RMB158 million, RMB124 million and RMB126 million (US\$18 million) in 2021, 2022 and 2023, respectively, including agency services revenue from facilitating sales, leases or renovations of properties with Ziroom, online marketing services revenue, and interest income from loans provided to Ziroom. We incurred costs related to services from Ziroom in the amount of RMB7.9 million, RMB8.1 million RMB10.7 million (US\$1.5 million) in 2021, 2022 and 2023, respectively.

As of December 31, 2021, 2022 and 2023, Ziroom had amounts due to us of RMB349 million, RMB345 million and RMB350 million (US\$49 million), respectively, primarily including commission receivables. As of December 31, 2021, 2022 and 2023, we had amounts due to Ziroom of RMB31 million, RMB34 million and RMB35 million (US\$5 million), respectively.

#### **Transactions with Yuanjing Mingde**

We had related party transactions with Yuanjing Mingde (Beijing) Holding Group Co., Ltd. and its subsidiaries, or collectively Yuanjing Mingde, a group that has a principal shareholder, Mrs. ZUO, and a director in common with us. We had revenues from Yuanjing Mingde in the amount of RMB4 million, RMB5 million and RMB7 million (US\$1 million) in 2021, 2022 and 2023, respectively, including agency services revenue from facilitating sales, and leases or renovations of properties with Yuanjing Mingde. We incurred costs related to services and purchases from Yuanjing Mingde in the amount of RMB31 million, RMB27 million and RMB22 million (US\$3 million) in 2021, 2022 and 2023, respectively.

As of December 31, 2021, 2022 and 2023, Yuanjing Mingde had amounts due to us of RMB7 million, RMB7 million and RMB8 million (US\$1 million), respectively. As of December 31, 2021, 2022 and 2023, we had amounts due to Yuanjing Mingde of RMB9 million, RMB7 million and RMB18 million (US\$2.5 million), respectively.

#### **Transactions with Beiwoo**

We had related party transactions with Beijing Beiwoo Decoration Co., Ltd. (formerly known as Vanlian (Beijing) Decoration Co., Ltd.), or Beiwoo, previously an affiliate of our company which became a wholly-owned subsidiary of ours on January 5, 2022. We had commission service and marketing service revenue from cooperation on property renovation business with Beiwoo in the amount of RMB175 million and nil in 2021 and 2022, respectively. As of December 31, 2021 and 2022, Beiwoo had amounts due to us of RMB209 million and nil, respectively. As of December 31, 2021 and 2022, we had amounts due to Beiwoo of RMB144 million and nil, respectively.

#### **Transactions with IFM**

We had related party transactions with IFM Investments Limited, or IFM, an affiliate of our company in which we hold 37.6% interest. We had revenues from IFM in the amount of RMB72 million, RMB65 million and RMB97 million (US\$14 million) in 2021, 2022 and 2023, respectively, including revenue from technical and training support services provided to IFM, revenue from customer referrals and interest income from loans provided to IFM. We incurred costs related to services from IFM in the amount RMB11 million, RMB6 million and RMB6 million (US\$1 million) in 2021, 2022 and 2023, respectively.

As of December 31, 2021, 2022 and 2023, IFM had amounts due to us of RMB8 million, RMB7 million RMB3 million (US\$0.4 million), respectively. As of December 31, 2021, 2022 and 2023, we had amounts due to IFM of RMB23 million and RMB27 million and RMB31 million (US\$4 million), respectively. We had short-term loan receivable from IFM of RMB20 million, RMB20 million and RMB15 million (US\$2 million) as of December 31, 2021, 2022 and 2023, respectively. We had long-term loan receivable from IFM of nil, nil and RMB27 million (US\$4 million) as of December 31, 2021, 2022 and 2023, respectively.

#### **Transactions with Shengdu**

Before we completed the acquisition of Shengdu on April 20, 2022 and began to consolidate its financial results, Shengdu was considered a related party of ours during the period from December 10, 2021 to April 19, 2022. Within such period, we had revenues from Shengdu in the amount of RMB7.6 million in 2021 and RMB8.7 million in the period from January 1 2022 to April 19, 2022, including revenue from agency services and other services provided to Shengdu. As of December 31, 2021, Shengdu had amounts due to us of RMB6.4 million, and we had amounts due to Shengdu of RMB1.5 million.

#### **Transactions with Suofeiya Shengdu**

We had related party transactions with Suofeiya Shengdu Home (Zhejiang) Co., Ltd., or Suofeiya Shengdu, which was considered a related party of ours since we completed the acquisition of Shengdu on April 20, 2022. In the years ended December 31, 2022 and 2023, we recorded purchase of home furnishing goods of RMB1.6 million and RMB144.1 million from Suofeiya Shengdu, respectively. We also recorded operating lease income of RMB2.2 million and RMB3.0 million from Suofeiya Shengdu in these periods, respectively.

### **Transactions with Xinhewan**

We had related party transactions with Shanghai Xinhewan Industrial Development Co., Ltd, a previous affiliate of our company in which we held a 20.0% interest from January 18, 2022 to January 9, 2023. We had interest income from loans provided to this company in the amount of RMB4.3 million in 2022 and nil in 2023. As of December 31, 2023, we did not have any balance for loans to this company.

### **Transactions with Tencent**

We had related party transactions with Tencent, one of our principal shareholders. We incurred expenses related to services from Tencent in the amount of RMB194 million, RMB160 million and RMB122 million (US\$17 million) in 2021, 2022 and 2023, respectively, including advertising resources utilization and cloud technology provided by Tencent which we activated our rights to utilize pursuant to the business cooperation agreement we entered with Tencent in late 2018. We derived revenues of RMB745 thousand and nil in 2022 and 2023 for technical services provided to Tencent.

As of December 31, 2021, we had amounts due from and prepayments to Tencent of RMB175 thousand. We had amounts due to Tencent of RMB35 million as of December 31, 2021, which mainly consist of cloud services payable to Tencent. As of December 31, 2022, we had amounts due from and prepayments to Tencent of RMB2 million. We had amounts due to Tencent of RMB35 million as of December 31, 2022, which mainly consist of cloud services payable to Tencent. As of December 31, 2023, we had amounts due from and prepayments to Tencent of RMB3 million (US\$0.4 million). We had amounts due to Tencent of RMB35 million (US\$5 million) million as of December 31, 2023, which mainly consist of cloud services payable to Tencent.

### **Transactions with Brokerage Firms**

We had related party transactions with brokerage firms in which we have significant influence. We had revenues from commission support services and platform and franchise services provided to those brokerage firms in the amount of RMB432 million, RMB454 million and RMB633 million (US\$89 million) in 2021, 2022 and 2023, respectively. We incurred costs related to services from those brokerage firms in the amount of RMB832 million, RMB674 million and RMB853 million (US\$120 million) in 2021, 2022 and 2023, respectively.

As of December 31, 2021, 2022 and 2023, the brokerage firms had amounts due to us of RMB10 million, RMB20 million and RMB21 million (US\$3 million), respectively. As of December 31, 2021, 2022 and 2023, we had amounts due to the brokerage firms of RMB340 million, RMB316 million and RMB302 million (US\$43 million), respectively.

### **Transactions with Mrs. ZUO**

On September 5, 2022, Beike Zhaofang (Beijing) Technology Co., Ltd., a wholly-owned subsidiary of our company, entered into a donation agreement with Mrs. ZUO, one of our principal shareholders. According to the donation agreement, Mrs. ZUO agreed to donate RMB30 million free of charge during a three-year period to set up a scholarship for Huaqiao Academy, which is run by our company. Our company agreed to manage the scholarship on behalf of Mrs. ZUO by solely acting on its instructions. The scholarship shall only be used to subsidize outstanding students of Huaqiao Academy, who will use the scholarship to pay the tuition payable to Huaqiao Academy. The scholarship shall be managed and accounted independently, and shall not be used for any other purpose unless instructed by Mrs. ZUO, who is responsible for overseeing the use of the donated fund. During the year ended December 31, 2023, donation payment of RMB10 million was made by Mrs. ZUO to a bank account designated by our company.

## **Investor Rights Agreement**

We entered into our second amended and restated investor rights agreement on November 29, 2019 with our then-shareholders, which consisted of holders of our ordinary shares and preferred shares. The amended and restated investor rights agreement provides for certain shareholders' rights, including right of first refusal, co-sale rights, and preemptive rights, and contains provisions governing our board of directors and other corporate governance matters. The special rights other than registration rights, as well as the provisions governing our board of directors and other corporate governance provisions, have terminated.

### **Registration Rights**

Pursuant to our second amended and restated investor rights agreement dated November 29, 2019, we have granted certain registration rights to our shareholders. Set forth below is a description of the registration rights granted under the agreement.

*Demand Registration Rights.* Shareholders holding at least five percent of the then outstanding shares could submit a request that we effect the registration of the registrable securities under the Securities Act where the anticipated gross proceeds would be at least US\$200 million. Upon such a request, we shall promptly give notice of such requested registration to the other shareholders and thereupon shall use reasonable best efforts to effect, as expeditiously as possible, the registration under the Securities Act of (i) all registrable securities for which the requesting shareholders has requested registration and (ii) other registrable securities of the same class as those requested to be registered by the requesting shareholder that any shareholders with rights to request registration have requested us to register by request received by us within five business days after such shareholders receive our notice of the demand Registration.

*Piggyback Registration Rights.* If we propose to file a registration statement for a public offering of our securities (except registration statement filed in relation to demand registration, Form F-3 registration, Form S-3 registration or to any employee benefit plan or a corporate reorganization), we shall give each holder written notice of such registration at least 10 business days prior to filing of such registration statement and, upon the written request of any holder given within 5 business days after the receipt of such notice, we shall use reasonable best efforts to effect the registration under the Securities Act of all registrable securities that have been so requested to register by all such shareholders, to the extent requisite to permit the disposition of the registrable securities so to be registered. We shall pay all registration expenses in connection with each of such piggyback registration.

*Form F-3 Registration Rights.* We shall use best efforts to qualify for registration on Form F-3. At any time when we are eligible to use a Form F-3 registration statement, shareholders may request us in writing to file an unlimited number of registration statements on Form F-3 for a public offering of registrable securities for which we are entitled to use Form F-3 or a comparable form to register the requested registrable securities.

*Expenses of Registration.* We will bear all registration expenses, other than underwriting discounts and selling commissions incurred in connection with any demand (subject to certain exceptions), piggyback or F-3 registration.

*Termination of Registration Rights.* Our shareholders' registration rights will terminate upon the earliest of (i) if we complete a liquidation, (ii) as to any holder, if that holder has not been our affiliate for a period of 90 days and has held the registrable securities for at least one year, or (iii) August 17, 2025.

### **Employment Agreements and Indemnification Agreements**

See "Item 6. Directors, Senior Management and Employees—B. Compensation."

### **Share Incentive Plan**

See "Item 6. Directors, Senior Management and Employees—B. Compensation."

### **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 have been and will be involved in disputes and legal or administrative proceedings in the ordinary course of our business. On December 30, 2021, we and certain of our current officers and directors were named as defendants in a putative securities class action filed in federal court, captioned *Chin v. KE Holdings Inc. et al.*, No. 1:21-cv-11196 (U.S. District Court for the Southern District of New York). This action was brought shortly after Muddy Waters Capital LLC announced on December 16, 2021, that it took a short position in our company as its research showed that our company overstated the number of agents and stores, its GTV, and its revenues. Plaintiffs in the above-named securities class action base their allegations mainly on the allegations in the report. Plaintiffs allege, in sum and substance, that our company's disclosures were materially false and/or misleading because they: (i) inflated our company's GTV; (ii) inflated our company's revenues; and (iii) inflated the number of stores and agents using our company's platform. The case was purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of these alleged misstatements and omissions in our SEC filings and public disclosure documents, in violation of Sections 10(b) and 20(a) of the U.S. Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder and Section 11, Section 12(a)(2) and Section 15 of the U.S. Securities Act of 1933. On February 26, 2024, the Court granted in part and denied in part defendants' motion to dismiss, and plaintiffs were granted leave to replead to address the complaint's deficiencies identified by the Court. Plaintiffs filed their Second Amended Complaint on March 18, 2024. On April 10, 2024, the Court ordered motion-to-dismiss briefing for Second Amended Complaint to be completed in June 2024. We are currently unable to predict the timing, outcome or consequences of this class action, or any potential loss or damages associated with the resolution of this action. There is no assurance that we will be able to prevail in our defense, or settle the class action on favorable terms. Regardless of the outcome, however, litigations or other legal or administrative proceedings may result in substantial costs and diversion of management resources and attention. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Business and Industry—We have in the past been subject to legal and regulatory proceedings and administrative investigations and may continue to be subject to these proceedings and investigations from time to time. If the outcome of these proceedings or investigations is adverse to us, it could have a material adverse effect on our business, reputation, results of operations and financial condition."

### **Dividend Policy**

In August 2023, our board of directors approved a special cash dividend of US\$0.057 per ordinary share, or US\$0.171 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on September 15, 2023. The aggregate amount of the special cash dividend was approximately US\$0.2 billion and was paid in September 2023 for holders of ordinary shares and in October 2023 for holders of ADSs. In March 2024, our board of directors approved a final cash dividend of US\$0.117 per ordinary share, or US\$0.351 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on April 5, 2024. The aggregate amount of the final cash dividend was approximately US\$0.4 billion and was paid in April 2024.

Our board of directors has discretion on whether to distribute dividends, subject to certain requirements of Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. In either case, all dividends are subject to certain restrictions under Cayman Islands law, namely that our company may only pay dividends out of profits or share premium account, and provided always that in no circumstances may a dividend be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business. If we decide 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 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. Information on the Company—B. Business Overview—Regulation—Regulations Related to Foreign Exchange and 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 the ADSs to the depository, as the registered holder of such Class A ordinary shares, and the depository then will pay such amounts to the ADS holders in proportion to the Class A ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See “Item 12. Description of Securities Other than Equity Securities—D. American Depositary Shares.” 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. Offer and Listing Details**

Our ADSs, each representing three of our Class A ordinary shares, have been listed on NYSE since August 13, 2020. Our ADSs are traded under the symbol “BEKE.”

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since May 11, 2022 under the stock code “2423.”

**B. Plan of Distribution**

Not applicable.

**C. Markets**

Our ADSs have been listed on the NYSE since August 13, 2020 under the symbol “BEKE.”

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since May 11, 2022 under the stock code “2423.”

**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 currently effective memorandum and articles of association and of the Companies Act, insofar as they relate to the material terms of our ordinary shares.

*Objects of Our Company.* Under our currently effective memorandum and articles of association, the objects of our company are unrestricted and we have the full power and authority to carry out any object not prohibited by the Companies Act or any other law of the Cayman Islands.

*Ordinary Shares.* Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of our Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue shares to bearer. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

*Conversion.* Class B ordinary shares shall only be held by one of our two Co-Founders, Mr. PENG Yongdong or Mr. SHAN Yigang, or by a limited partnership, trust, private company or other vehicle wholly-owned and wholly-controlled by a Co-Founder, or the Director Holding Vehicle. Each Class B ordinary share is convertible into one (1) Class A ordinary share at any time at the option of the holder thereof, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. Subject to the Hong Kong Listing Rules or other applicable laws or regulations, each Class B ordinary share shall be automatically converted into one Class A ordinary share upon the occurrence of any of the following events and our company and the relevant holder of Class B ordinary shares must notify the Hong Kong Stock Exchange as soon as practicable with details of the event set out in the fifth, sixth and seventh bullet points below:

- the death of the relevant Co-Founder;
- the relevant Co-Founder ceasing to be a director or the holder of such Class B ordinary shares ceasing to be a Director Holding Vehicle;
- the relevant Co-Founder being deemed by the Hong Kong Stock Exchange to be incapacitated for the purpose of performing his duties as a director;
- the relevant Co-Founder being deemed by the Hong Kong Stock Exchange to no longer meet the requirements of a director set out in the Hong Kong Listing Rules;
- the transfer to another person of the beneficial ownership of, or economic interest in, such Class B ordinary share or the control over the voting rights attached to such Class B ordinary share (through voting proxies or otherwise), other than (i) the grant of any lien, pledge, charge or other encumbrance over such share which does not result in the transfer of the legal title or beneficial ownership of, or the voting rights attached to, such share, until the same is transferred upon the enforcement of such lien, pledge, charge or other encumbrance; and (ii) a transfer of the legal title between a Co-Founder and a Director Holding Vehicle;
- neither of the holders of Class B ordinary shares having control over the exercise of the voting rights of the shares held by Propitious Global Holdings Limited immediately upon completion of the listing of our company's Class A ordinary shares on the Hong Kong Stock Exchange, for reasons within or outside their control. For the avoidance of doubt, (A) subject to the Hong Kong Listing Rules (including the requirements under Rule 10.07 of the Hong Kong Listing Rules), (i) any sale, transfer, assignment or disposition of any part or all of these shares by Propitious Global Holdings Limited to any person, or (ii) a change of control of the ultimate beneficial ownership of any part or all of these shares or Propitious Global Holdings Limited to any person, and (B) consequentially resulting in the loss of control over the exercise of the voting rights of these shares that are subject to any activity referred to in the sub-clauses (A)(i) and (A)(ii) above, will not give rise to any obligation to convert the Class B ordinary shares to Class A ordinary shares; or
- a Director Holding Vehicle no longer complies with the principle that the weighted voting rights attached to a beneficiary's shares must cease upon transfer to another person of the beneficial ownership of, or economic interest in, those shares or the control over the voting rights attached to them (through voting proxies or otherwise).

*Dividends.* The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors or declared by our shareholders by ordinary resolution (provided that no dividend may be declared by our shareholders which exceeds the amount recommended by our directors). Our currently effective memorandum and articles of association provide that dividends may be declared and paid out of the funds of our company lawfully available therefor. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

*Voting Rights.* Holders of Class A ordinary shares and Class B ordinary shares shall, at all times, vote together as one class on all matters submitted to a vote by the members at any general meeting of our company. Each Class A ordinary share shall be entitled to one vote on all matters subject to the vote at general meetings of our company, and each Class B ordinary share shall be entitled to ten votes on all matters subject to the vote at general meetings of our company, subject to Rule 8A.24 of the Hong Kong Listing Rules that requires the reserved matters to be voted on a one vote per share basis. At any general meeting, a resolution put to the vote of the meeting shall be decided on a poll, save that the chairman of the meeting may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Hong Kong Listing Rules to be voted on by a show of hands.

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 three-fourth of the votes attaching to the issued and outstanding ordinary shares cast at a meeting. A special resolution will be required for important matters such as a change of name or making changes to our currently effective memorandum and articles of association. 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 and our memorandum and articles of association. Our shareholders may, among other things, divide or consolidate their shares by ordinary resolution.

*General Meetings of Shareholders.* As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our currently effective memorandum and articles of association provide that we shall in each financial year hold a general meeting as our annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as may be determined by the directors.

Shareholders' general meetings may be called by the chairman or a majority of our board of directors. Advance written notice of at least twenty-one (21) calendar days is required for the convening of our annual general shareholders' meeting (if any) and advance written notice of at least fourteen (14) calendar days is required for the convening of any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of at least one shareholder present in person or by proxy or by electronic or virtual means, holding shares which carry in aggregate not less than ten percent (10%) of the voting rights (on a one vote per share basis) in the share capital of our company.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our currently effective memorandum and articles of association provide that upon the requisition of any one or more of our shareholders who together hold shares which carry in aggregate not less than one-tenth (1/10) of all votes attaching to all issued and outstanding shares of our company (on a one vote per share basis) entitled to vote at general meetings of our shareholders (on a one vote per share basis), in which case our board of directors is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. Except for the aforementioned, our currently effective memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings, save only in the circumstances that after the publication of the notice of a general meeting by our company, if a shareholder wishes to propose a person for election as a director of our company at the general meeting, such a shareholder may deposit a written notice with the company secretary. The period for lodgment of the written notice will commence no earlier than the day after the dispatch of the notice of the general meeting and end no later than ten business days prior to the date of such meeting.

*Transfer of Ordinary Shares.* Subject to the restrictions set out in our currently effective memorandum and articles of association as set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors provided always that it shall be in such a form prescribed by the Hong Kong Stock Exchange.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four (4); and
- a fee of such maximum sum as the New York Stock Exchange and the Hong Kong Stock Exchange may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within three (3) calendar months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required of the New York Stock Exchange and the Hong Kong Stock Exchange, be suspended and our register of members (shareholders) closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register of members closed for more than thirty (30) calendar days in any calendar year as our board of directors may determine (or such longer period as the shareholders may by ordinary resolution determine provided that such period shall not be extended beyond sixty (60) calendar days in any calendar year).

*Liquidation.* On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay the whole of the share capital, the assets will be distributed so that as nearly as may be the losses are borne by our shareholders in proportion to the par value of the shares held by them.

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

*Redemption, Repurchase and Surrender of Shares.* We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders of these shares, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by a special resolution of our shareholders. Our company may also repurchase any of our shares on such terms and in such manner as have been approved by our board of directors or by an ordinary resolution of our shareholders. 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 new 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 our 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 outstanding, or (c) if our 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.* Whenever the capital of our company is divided into different classes, the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be varied with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class by the holders of three-fourths in nominal value of the issued shares of that class present in person or by proxy and voting at such meeting. Our company shall not vary the rights of the Class B ordinary shares so as to increase the number of votes to which each Class B ordinary share is entitled. The rights attached to, or otherwise attached to, or otherwise 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 that class, be deemed to be materially adversely varied by, *inter alia*, 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 attached, to or otherwise conferred upon the holders of, the shares of any class 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.

*Issuance of Additional Shares.* Our currently effective memorandum and articles of association authorize our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares, without the need for any approval or consent from our shareholders but subject to the restrictions set out in our currently effective memorandum and articles of association.

Our currently effective memorandum and articles of association also authorize our board of directors, without the need for any approval or consent from our shareholders, to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred shares, the terms and rights of that series, including:

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

Subject to the restrictions set out in our currently effective memorandum and articles of association, our board of directors may issue preferred shares without the need for any approval or consent from, or other action by, our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

*Inspection of Books and Records.* Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records (save for our memorandum and articles of association and our register of mortgages and charges). However, we will provide our shareholders with annual audited financial statements and the principal register and any branch register of our company shall during business hours be kept open to inspection by any of our shareholders without charge. See “Item 10. Additional Information—H. Documents on Display.”

*Anti-Takeover Provisions.* Some provisions of our currently effective memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders;
- authorize our board of directors to issue Class A ordinary shares out of the authorized but unissued Class A ordinary shares in their absolute discretion and without approval of our shareholders, subject to the grant of a general mandate for such issuance by our shareholders from time to time; 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 currently effective 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.

*Exempted Company.* We are an exempted company with limited liability incorporated under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as a limited duration company; and
- may register as a segregated portfolio company.

“Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company held by such shareholder (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

#### **Differences in Corporate Law**

The Companies Act is derived, to a large extent, from the older Companies Acts of England but does not follow recent English statutory enactments and accordingly there are significant differences between the Companies Act and the current Companies Act of England. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

*Mergers and Similar Arrangements.* The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (i) “merger” means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company’s articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

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A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a “parent” of a subsidiary if it holds issued shares that together represent at least ninety percent (90.0%) of the votes at a general meeting of the subsidiary.

The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Save in certain limited circumstances, a shareholder of a Cayman constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provided that the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by (i) 75% in value of the members or class of members or (ii) a majority in number representing 75% in value of the creditors or class of creditors, in each case depending on the circumstances, as are present at a meeting called for such purpose and thereafter sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90.0% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted, in accordance with the foregoing statutory procedures, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

*Shareholders’ Suits.* In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule a derivative action may not be brought by a minority shareholders. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands courts can be expected to follow and apply the common law principles (namely the rule in *Foss v. Harbottle* and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of our company to challenge actions where:

- a company acts or proposes to act illegally or ultra vires;
- the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and

- those who control the company are perpetrating a “fraud on the minority.”

*Indemnification of Directors and Executive Officers and Limitation of Liability.* Cayman Islands law does not limit the extent to which a company’s memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our currently effective memorandum and articles of association provide that we shall indemnify our officers and directors against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such directors or officer, other than by reason of such person’s dishonesty, willful default or fraud, in or about the conduct of our company’s business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

In addition, we have entered into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our currently effective memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

*Directors’ Fiduciary Duties.* Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company—a duty to act bona fide in the best interests of the company, a duty not to make a profit based on his position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third-party, and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

*Shareholder Action by Written Consent.* Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Cayman Islands law and our currently effective memorandum and articles of association provide that our shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

*Shareholder Proposals.* Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided that it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our currently effective memorandum and articles of association allow any one or more of our shareholders who together hold shares which carry in aggregate not less than one-tenth (1/10) of all votes attaching to all issued and outstanding shares of our company entitled to vote at general meetings to requisition an extraordinary general meeting of our shareholders (on a one vote per share basis), in which case our board of directors is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting, and such shareholders may also add resolutions to the agenda of any of our general meeting. Except for the aforementioned, our currently effective memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings, save only in the circumstances that after the publication of the notice of a general meeting by our company, if a shareholder wishes to propose a person for election as a director of our company at the general meeting, such a shareholder may deposit the written notice with the company secretary. The period for lodgment of the written notice will commence no earlier than the day after the dispatch of the notice of the general meeting and end no later than ten (10) business days prior to the date of such meeting. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our currently effective memorandum and articles of association provide that we shall in each financial year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as may be determined by the directors.

*Cumulative Voting.* Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our currently effective memorandum and articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

*Removal of Directors.* Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our currently effective memorandum and articles of association, directors may be removed with or without cause, by an ordinary resolution of our shareholders.

*Transactions with Interested Shareholders.* The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the target's outstanding voting share within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

*Dissolution; Winding up.* Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares.

Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

*Variation of Rights of Shares.* Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under our currently effective memorandum and articles of association, whenever the capital of our company is divided into different classes, the rights attached to any such class may only be varied with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class by the holders of three-fourths in nominal value of the issued shares of that class present in person or by proxy and voting at such meeting. Our company shall not vary the rights of the Class B ordinary shares so as to increase the number of votes to which each Class B ordinary share is entitled.

*Amendment of Governing Documents.* Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under the Companies Act and our currently effective memorandum and articles of association, our memorandum and articles of association may only be amended by a special resolution of our shareholders (on a one vote per share basis).

*Rights of Non-resident or Foreign Shareholders.* There are no limitations imposed by our currently effective memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our currently effective memorandum and articles of association that require our company to disclose shareholder ownership above any particular ownership threshold.

See "Exhibit 2.5—Description of Securities" attached to this Form 20-F for more descriptions of our securities.

#### **C. Material Contracts**

Other than in the ordinary course of business and other than those described in "Item 4. Information on the Company" or "Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions" or elsewhere in this annual report, we have not entered into any material contract during the two years immediately preceding the date of this annual report.

#### **D. Exchange Controls**

The Cayman Islands currently has no exchange control restrictions. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulations Related to Foreign Exchange and Dividend Distribution."

#### **E. Taxation**

The following summary of Cayman Islands, PRC and U.S. federal income tax considerations of an investment in the ADSs or Class A 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 considerations relating to an investment in the ADSs or Class A ordinary shares, such as the tax considerations under U.S. state and local tax laws or under the tax laws of jurisdictions other than the Cayman Islands, the People's Republic of China and the United States. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Harney Westwood & Riegels, our Cayman Islands counsel; to the extent it relates to PRC tax law, it is the opinion of Han Kun Law Offices, our PRC counsel.

#### **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 holders of our ADSs or ordinary shares levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or, after execution, brought to or produced before a court 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.

Payments of dividends and capital in respect of our ordinary shares or ADSs will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of our ordinary shares or ADSs, nor will gains derived from the disposal of our ordinary shares or ADSs be subject to Cayman Islands income or corporation tax.

### **PRC Taxation**

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

We believe that KE Holdings Inc. is not a PRC resident enterprise for PRC tax purposes. KE Holdings Inc. is not controlled by a PRC enterprise or PRC enterprise group, and we do not believe that KE Holdings Inc. meets all of the conditions above. KE Holdings Inc. is a company incorporated outside of the PRC. For the same reasons, we believe our other entities outside of China are not PRC resident enterprises either. 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.” There can be no assurance that the PRC government will ultimately take a view that is consistent with us.

If the PRC tax authorities determine that KE Holdings Inc. is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of the ADSs. In addition, non-resident enterprise shareholders (including the ADS holders) may be subject to a 10% PRC tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. It is unclear whether our non-PRC individual shareholders (including the 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. It is also unclear whether non-PRC shareholders of KE Holdings Inc. would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that KE Holdings Inc. is treated as a PRC resident enterprise.

### **United States 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 the ADSs or Class A ordinary shares by a U.S. Holder (as defined below) that holds the ADSs or Class A ordinary shares as “capital assets” (generally, property held for investment) under the U.S. Internal Revenue Code of 1986, as amended, or the Code. This discussion is based upon existing U.S. federal tax law, which is subject to differing interpretations or change, possibly with retroactive effect. There can be no assurance that the IRS or a court will not take a contrary position. This discussion, moreover, does not address the U.S. federal estate, gift, Medicare, and minimum tax considerations, or any state, local and non-U.S. tax considerations, relating to the ownership or disposition of the ADSs or Class A ordinary shares. The following summary does not address all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or to persons in special tax situations such as:

- banks and other financial institutions;



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- insurance companies;
- pension plans;
- cooperatives;
- regulated investment companies;
- real estate investment trusts;
- broker-dealers;
- traders that elect to use a mark-to-market method of accounting;
- certain former U.S. citizens or long-term residents;
- tax-exempt entities (including private foundations);
- holders who acquire their ADSs or Class A ordinary shares pursuant to any employee share option or otherwise as compensation;
- investors that will hold their ADSs or Class A ordinary shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes;
- investors that have a functional currency other than the U.S. dollar;
- persons that actually or constructively own ADSs or Class A ordinary shares representing 10% or more of our stock (by vote or value); or
- partnerships or other entities taxable as partnerships for U.S. federal income tax purposes, or persons holding ADSs or Class A ordinary shares through such entities;

all of whom may be subject to tax rules that differ significantly from those discussed below.

Each U.S. Holder is urged to consult its tax advisor regarding the application of U.S. federal taxation to its particular circumstances, and the state, local, non-U.S. and other tax considerations of the ownership and disposition of the ADSs or our Class A ordinary shares.

### ***General***

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of the ADSs or Class A 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 in, or organized under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (A) the administration of which is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise validly elected to be treated as a U.S. person under the Code.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of the ADSs or Class A ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding the ADSs or Class A ordinary shares are urged to consult their tax advisors regarding an investment in the ADSs or Class A 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 the ADSs will be treated in this manner. Accordingly, deposits or withdrawals of Class A 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 is attributable to assets that produce or are held for the production of passive income. For this purpose, cash and assets readily convertible into cash are categorized as a passive asset and the company’s goodwill and other unbooked intangibles are taken into account. Passive income generally includes, among other things, dividends, interest, rents, royalties, and gains from the disposition of passive assets. 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, 25% or more (by value) of the stock.

Although the law in this regard is not entirely clear, we treat the consolidated VIEs and their subsidiaries as being owned by us for U.S. federal income tax purposes because, in accordance with contractual arrangements, we control their management decisions and are entitled to substantially all of the economic benefits associated with them. As a result, we have a “controlling financial interest” in the VIEs (as defined in FASB ASC 810), and we are considered the primary beneficiary of the VIEs for accounting purposes. We therefore consolidate their results of operations in the consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of the consolidated VIEs and their subsidiaries for U.S. federal income tax purposes, we would likely be treated as a PFIC for the current taxable year and any subsequent taxable year.

Assuming that we are the owner of the consolidated VIEs and their subsidiaries for U.S. federal income tax purposes and based on the current and anticipated value of our assets and the composition of our income and assets, including goodwill and unbooked intangibles, it is uncertain whether we were a PFIC for our taxable year ending 31, 2023, or will be a PFIC for the current or any future taxable year. No assurance can be given in this regard because the determination of whether we will be or become a PFIC is a factual determination made annually that will depend, in part, upon the composition of our income and assets and the value of our assets. Fluctuations in the market price of the Class A ordinary shares and ADSs may cause us to be or become a PFIC for the current or future taxable years because the value of our assets for purposes of the asset test, including the value of our goodwill and unbooked intangibles, may be determined by reference to the market price of the Class A ordinary shares and ADSs from time to time (which may be volatile). In light of recent declines in the market price of our ADSs, our risk of becoming a PFIC has increased. The market price of our ADSs may continue to fluctuate considerably and, consequently, we cannot assure you of our PFIC status for any taxable year. Furthermore, the composition of our income and assets may also be affected by how, and how quickly, we use our liquid assets. Under circumstances where our revenue from activities that produce passive income significantly increases relative to our revenue from activities that produce non-passive income, or where we determine not to deploy significant amounts of cash for active purposes, our risk of becoming a PFIC may substantially increase. Additionally, it is possible that the IRS may challenge our classification of certain items of income, assets and liabilities, which may result in our company being or becoming a PFIC.

If we are classified as a PFIC for any year during which a U.S. Holder holds the ADSs or our Class A ordinary shares, we will generally continue to be treated as a PFIC for all succeeding years during which such U.S. Holder holds the ADSs or our Class A ordinary shares, unless we were to cease to be a PFIC and such U.S. Holder were to make a “deemed sale” election with respect to the ADSs or our Class A ordinary shares.

## ***Dividends***

Subject to the discussion below under “Passive Foreign Investment Company Rules,” the gross amount of any distributions paid on the ADSs or Class A ordinary shares (including the amount of any PRC tax withheld) 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 Class A ordinary shares, or by the depository, 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 treated as a “dividend” for U.S. federal income tax purposes.

Dividends received on the ADSs or Class A ordinary shares will not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from U.S. corporations.

Individuals and other non-corporate U.S. Holders will be subject to tax at the lower capital gain tax rate applicable to “qualified dividend income,” provided that certain conditions are satisfied, including that (1) the ADSs or Class A ordinary shares 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 benefit of the United States-PRC income tax treaty, or the Treaty, (2) 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 is paid and the preceding taxable year, and (3) certain holding period requirements are met. Our ADSs are listed on the New York Stock Exchange, and we are thus readily tradable on an established securities market in the United States, and we believe we are a qualified foreign corporation with respect to dividends paid on the ADSs. However, there can be no assurance that the ADSs will continue to be considered readily tradable on an established securities market in later years. Because the Class A ordinary shares will not be listed on a U.S. exchange, dividends received with respect to Class A ordinary shares that are not represented by ADSs may not be treated as qualified dividends. U.S. Holders are urged to consult their tax advisors regarding the availability of the lower rate for dividends paid with respect to the ADSs or Class A ordinary shares.

In the event that we are deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law (see “Item 10. Additional Information—E. Taxation—PRC Taxation”), we may be eligible for the benefits of the Treaty. If we are eligible for such benefits, dividends we pay on our Class A ordinary shares, regardless of whether such shares are represented by the ADSs, and regardless of whether the ADSs are readily tradable on an established securities market in the United States, would be eligible for the reduced rates of taxation described in the preceding paragraph.

For U.S. foreign tax credit purposes, dividends paid on the ADSs or Class A ordinary shares generally will be treated as income from foreign sources and generally will 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 withholding taxes on dividends paid on the ADSs or Class A ordinary shares. Depending on the U.S. Holder’s particular facts and circumstances and subject to certain conditions and limitations, PRC withholding taxes on dividends that are non-refundable under the Treaty may be treated as foreign taxes eligible for credit against a U.S. Holder’s U.S. federal income tax liability. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead, subject to applicable limitations, claim a deduction for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex and U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

## ***Sale or Other Disposition***

Subject to the discussion below under “Passive Foreign Investment Company Rules,” a U.S. Holder will generally recognize gain or loss upon the sale or other disposition of ADSs or Class A ordinary shares in an amount equal to the difference between the amount realized upon the disposition and the holder’s adjusted tax basis in such ADSs or Class A ordinary shares. The gain or loss will generally be capital gain or loss. Individuals and other non-corporate U.S. Holders who have held the ADSs or Class A ordinary shares for more than one year will generally be eligible for reduced tax rates. The deductibility of a capital loss may be subject to limitations. Any such gain or loss that the U.S. Holder recognizes will generally be treated as U.S. source income or loss for foreign tax credit limitation purposes, which will generally limit the availability of foreign tax credits.

As described in “Item 10. Additional Information—E. Taxation—PRC Taxation,” if we are deemed to be a PRC resident enterprise under the Enterprise Income Tax Law, gains from the disposition of the ADSs or Class A ordinary shares may be subject to PRC income tax and will generally be U.S. source, which may limit the ability to receive a foreign tax credit. If a U.S. Holder is eligible for the benefits of the Treaty, such holder may be able to elect to treat such gain as PRC source income under the Treaty. Pursuant to 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 the ADSs or Class A 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 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 holds the ADSs or Class A ordinary shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125 percent of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder’s holding period for the ADSs or Class A ordinary shares), and (ii) any gain realized on the sale or other disposition of ADSs or Class A ordinary shares. Under the PFIC rules:

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

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds the ADSs or Class A ordinary shares and any of our subsidiaries, the consolidated VIEs or any of the subsidiaries of the consolidated VIEs is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are urged to consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries, the consolidated VIEs or any of the subsidiaries of the consolidated VIEs.

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. If a U.S. Holder makes this election with respect to the ADSs or Class A ordinary shares, the holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs or Class A ordinary shares held at the end of the taxable year over the adjusted tax basis of such ADSs or Class A ordinary shares and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs or Class A ordinary shares over the fair market value of such ADSs or Class A ordinary shares held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in the ADSs or Class A ordinary shares 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 the ADSs or Class A ordinary shares and we cease to be a PFIC, the holder will not take into account the gain or loss described above during any period that we are not 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 the ADSs or Class A ordinary shares 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.

The mark-to-market election is available only for “marketable stock,” which is stock that is traded in other than de minimis quantities on at least 15 days during each calendar quarter, or regularly traded, on a qualified exchange or other market, as defined in applicable United States Treasury regulations. Our ADSs are tradable on the New York Stock Exchange, which is a qualified exchange, and our Class A ordinary shares are listed on the Hong Kong Stock Exchange, which should constitute a qualified exchange or other market. We anticipate that the ADSs and Class A ordinary shares should qualify as being regularly traded, but no assurances may be given in this regard.

Because a mark-to-market election cannot technically be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections which, if available, would result in tax treatment different from (and generally less adverse than) the general tax treatment for PFICs described above.

If a U.S. Holder owns the ADSs or Class A ordinary shares during any taxable year that we are a PFIC, the holder must generally file an annual IRS Form 8621. You should consult your tax advisor regarding any reporting requirements that may apply to you and the U.S. federal income tax consideration of owning and disposing of the ADSs or Class A ordinary shares if we are or become a PFIC, including the availability and possibility of making a mark-to-market election.

THE PRECEDING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS INTENDED FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE TAX ADVICE. U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSIDERATIONS TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE ADSS AND CLASS A ORDINARY SHARES IN THEIR PARTICULAR CIRCUMSTANCES.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

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 the SEC. All information that we file with the SEC can be obtained over the internet at the SEC's website at [www.sec.gov](http://www.sec.gov).

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors, and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We will 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' meetings and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, if we so request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

In accordance with NYSE rules, we will post this annual report on Form 20-F on our website at [investors.ke.com](http://investors.ke.com). In addition, we will provide hardcopies of our annual report free of charge to shareholders and ADS holders upon request.

**I. Subsidiary Information**

Not applicable.

**J. Annual Report to Security Holders**

As a company listed on the Hong Kong Stock Exchange, we are required to publish an annual report for the fiscal year ended December 31, 2023 in accordance with Hong Kong Listing Rules, which we plan to furnish as an exhibit to a current report on Form 6-K via EDGAR to be filed on the same date of this annual report on Form 20-F.

**Item 11. Quantitative and Qualitative Disclosures about Market Risk**

**Foreign Exchange Risk**

Substantially all of our revenues and expenses are denominated in RMB. We do not believe that we currently have any significant direct foreign exchange risk. Although our exposure to foreign exchange risks should be limited in general, the value of your investment in the Class A ordinary shares or ADSs will be affected by the exchange rate between U.S. dollar and Renminbi because the value of our business is effectively denominated in Renminbi, while the Class A ordinary shares and ADSs will be traded in Hong Kong dollars and U.S. dollars, respectively.

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 the Renminbi and the U.S. dollar in the future.

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

As of December 31, 2023, we had RMB-denominated cash and cash equivalents, restricted cash and short-term investments of RMB51.2 billion, and U.S. dollar-denominated cash and cash equivalents, restricted cash and short-term investments of US\$1.1 billion. Assuming we had converted RMB51.2 billion into U.S. dollars at the exchange rate of RMB7.0999 for US\$1.00 as of December 29, 2023, our U.S. dollar cash balance would have been US\$8.3 billion. If the RMB had depreciated by 10% against the U.S. dollar, our U.S. dollar cash balance would have been US\$7.6 billion instead.

**Interest Rate Risk**

We may invest the net proceeds that we receive from our offshore offerings in interest-earning instruments. Fixed-rate securities may have their fair market value adversely impacted due to a rise in interest rates, therefore our future investment income may fall short of expectations due to changes in interest rates, or we may suffer losses in principal if we have to sell securities which have declined in market value due to changes in interest rates. As of December 31, 2023, our exposure to such interest rate risk is mainly from RMB3.6 billion (US\$0.5 billion) of wealth management products in short-term investments. We have not been, and do not expect to be, exposed to material interest rate risks relating to our investment in short-term instruments.

**Item 12. Description of Securities Other than Equity Securities**

**A. Debt Securities**

Not applicable.

**B. Warrants and Rights**

Not applicable.



**C. Other Securities**

Not applicable.

**D. American Depositary Shares**

**Fees and Charges Our ADS Holders May Have to Pay**

An ADS holder will be required to pay the following service fees to the depository 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 the ADSs):

<b>Persons depositing or withdrawing shares or ADS holders must pay:</b>	<b>For:</b>
\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	<ul style="list-style-type: none"> <li>• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property</li> <li>• Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates</li> </ul>
\$0.05 (or less) per ADS A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	<ul style="list-style-type: none"> <li>• Any cash distribution to ADS holders</li> <li>• Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depository to ADS holders</li> </ul>
\$0.05 (or less) per ADS per calendar year Registration or transfer fees	<ul style="list-style-type: none"> <li>• Depository services</li> <li>• Transfer and registration of shares on our share register to or from the name of the depository or its agent when you deposit or withdraw shares</li> </ul>
Expenses of the depository	<ul style="list-style-type: none"> <li>• Cable (including SWIFT) and facsimile transmissions (when expressly provided in the deposit agreement)</li> <li>• Converting foreign currency to U.S. dollars</li> </ul>
Taxes and other governmental charges the depository or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes	<ul style="list-style-type: none"> <li>• As necessary</li> </ul>
Any charges incurred by the depository or its agents for servicing the deposited securities	<ul style="list-style-type: none"> <li>• As necessary</li> </ul>

The depository collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depository collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depository may collect its annual fee for depository services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depository may collect any of its fees by deduction from any cash distribution payable (or by selling a portion of securities or other property distributable) to ADS holders that are obligated to pay those fees. The depository may generally refuse to provide fee-attracting services until its fees for those services are paid.

**Fees and Other Payments Made by the Depository to Us**

From time to time, the depository may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depository or share revenue from the fees collected from ADS holders. In 2023, we received reimbursements of approximately US\$7.5 million, after deduction of applicable U.S. taxes, from the depository for our expenses incurred in connection with investor relationship programs related to the ADS facility.

## **Conversion Between Class A Ordinary Shares Trading in Hong Kong and ADSs**

We have established a branch register of members in Hong Kong, or the Hong Kong share register, which will be maintained by our Hong Kong Share Registrar, Computershare Hong Kong Investor Services Limited. Our principal register of members, or the Cayman Islands share register, will continue to be maintained by our principal share registrar, Harneys Fiduciary (Cayman) Limited.

As described in further details below, holders of Class A ordinary shares registered on the Hong Kong share register will be able to deposit their Class A ordinary shares for delivery of ADSs and surrender their ADSs for cancelation and delivery of Class A ordinary shares.

### ***Converting Class A Ordinary Shares trading in Hong Kong into ADSs***

A holder who holds Class A ordinary shares registered in Hong Kong and who intends to convert them to ADSs to trade on the NYSE must deposit or have his or her broker deposit the Class A ordinary shares with the depository's Hong Kong custodian, The Hongkong and Shanghai Banking Corporation Limited, in exchange for ADSs.

A deposit of Class A ordinary shares trading in Hong Kong for delivery of ADSs involves the following procedures:

- If Class A ordinary shares have been deposited with the Central Clearing and Settlement System, or the CCASS, which is established and operated by Hong Kong Securities Clearing Company Limited, the holder must transfer the Class A ordinary shares to the depository's account with the custodian within CCASS by following the CCASS procedures for transfer and submit and deliver a duly completed and signed letter of transmittal to the custodian via his or her broker.
- If Class A ordinary shares are held outside CCASS, the holder must first arrange to deposit his or her Class A ordinary shares into CCASS for delivery to the depository's account with the custodian within CCASS, and then submit and deliver a duly completed and signed letter of transmittal to the custodian.
- Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, and subject in all cases to the terms of the deposit agreement, the depository will issue the corresponding number of ADSs in the name(s) requested by a holder and will deliver the ADSs to the designated DTC account of the person(s) designated by a holder or his or her broker.

For Class A ordinary shares deposited in CCASS, under normal circumstances, the above steps generally require two business days, provided that the holder has provided timely and complete instructions. For Class A ordinary shares held outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. Temporary delays may arise. For example, the transfer books of the depository may from time to time be closed to ADS issuances. The holder will be unable to trade the ADSs until the share-to-ADS conversion procedures are completed.

In connection with ADS issuances, certification(s) for deposits may be required to be delivered to the depository. You are directed to check with the depository or its custodian in advance of depositing Class A ordinary shares to determine whether a deposit certification is required.

### ***Converting ADSs into Class A Ordinary Shares Trading in Hong Kong***

A holder who holds ADSs and who intends to convert his/her ADSs into Class A ordinary shares to trade on the Hong Kong Stock Exchange must cancel the ADSs the holder holds, withdraw the Class A ordinary shares from our ADS program and cause his or her broker or other financial institution to trade such Class A ordinary shares on the Hong Kong Stock Exchange.

A holder that holds ADSs indirectly through a broker should follow the broker's procedure and instruct the broker to arrange for cancelation of the ADSs, and transfer of the underlying Class A ordinary shares from the depository's account with the custodian within the CCASS system to the investor's Hong Kong stock account. For holders holding ADSs directly, the following steps must be taken:

- To withdraw Class A ordinary shares from our ADS program, a holder who holds ADSs may turn in such ADSs at the office of the depositary (and the applicable ADR(s) if the ADSs are held in certificated form), and send an instruction to cancel such ADSs to the depositary.
- Upon payment or net of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, and subject in all cases to the terms of the deposit agreement, the depositary will cancel the applicable ADSs and instruct the custodian to deliver Class A ordinary shares represented by the canceled ADSs to the CCASS account designated by a holder.
- If a holder prefers to receive Class A ordinary shares outside CCASS, he or she must receive ordinary shares in CCASS first and then arrange for withdrawal from CCASS. Investors can then obtain a transfer form signed by HKSCC Nominees Limited (as the transferor) and register Class A ordinary shares in their own names with the Hong Kong Share Registrar.

For Class A ordinary shares to be received in CCASS, under normal circumstances, the above steps generally require two business days, provided that the holder has provided timely and complete instructions. For Class A ordinary shares to be received outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. The holder will be unable to trade the Class A ordinary shares on the Hong Kong Stock Exchange until the ADS-to-share conversion procedures are completed.

Temporary delays may arise. For example, the transfer books of the depositary may from time to time be closed to ADS cancellations.

### ***Depositary Requirements***

Before the depositary issues ADSs or permits withdrawal of Class A ordinary shares, the depositary may require:

- production of satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with procedures it may establish, from time to time, consistent with the deposit agreement, including but not limited to, completion and presentation of transfer documents.

The depositary may refuse to deliver, transfer, or register issuances, transfers and cancellations of ADSs generally when the transfer books of the depositary or our Hong Kong Share Registrar are closed or at any time if the depositary or we determine it advisable to do so or it would violate any applicable law or the depositary's policies or procedures.

All costs attributable to the transfer of Class A ordinary shares to effect a withdrawal from, or deposit of Class A ordinary shares into, our ADS program will be borne by the investor requesting the transfer. In particular, holders of Class A ordinary shares and holders of ADSs should note that the Hong Kong Share Registrar will charge between HK\$2.50 to HK\$20, depending on the speed of service (or such higher fee as may from time to time be permitted under the Hong Kong Listing Rules), for each transfer of Class A ordinary shares from one registered owner to another, each share certificate canceled or issued by it and any applicable fee as stated in the share transfer forms used in Hong Kong. In addition, holders of Class A ordinary shares and holders of ADSs must pay up to US\$5.00 per 100 ADSs (or portion of 100 ADSs) for each issuance of ADSs and each cancellation of ADSs, as the case may be, in connection with the deposit of Class A ordinary shares into, or withdrawal of Class A ordinary shares from, our ADS program.

## PART II

### Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

### Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

#### Material Modifications to the Rights of Security Holders

None.

#### Use of Proceeds

The following “Use of Proceeds” information relates to the registration statement on Form F-1 (File Number: 333-240068), as amended, relating to our initial public offering. The registration statement was declared effective by the SEC on August 12, 2020. As of December 31, 2023, based on reasonable estimates, we have used US\$2,179 million of the net proceeds from our initial public offering, for research and development, the expansion of our new home transaction services, the diversification of our service offerings and expansion of business operations into new geographical areas, and general corporate purposes. There is no material change in the use of proceeds as described in our registration statement on Form F-1. We still intend to use the remainder of the proceeds from our initial public offering for purposes as disclosed in our registration statement on Form F-1.

### Item 15. Controls and Procedures

#### Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Exchange Act, our senior management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures within the meaning of Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based upon that evaluation, our senior management has concluded that, as of December 31, 2023, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

#### Management’s Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America 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 the assets of our company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with GAAP, and that receipts and expenditures of our company are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of the unauthorized acquisition, use or disposition of our company’s assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all potential misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002 and related rules as promulgated by the SEC, our management including our chief executive officer and chief financial officer assessed the effectiveness of internal control over financial reporting as of December 31, 2023 using the criteria set forth in the report “Internal Control—Integrated Framework (2013)” published by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, the management concluded that our internal control over financial reporting was effective as of December 31, 2023.

#### Attestation Report of the Registered Public Accounting Firm

Our independent registered public accounting firm, PricewaterhouseCoopers Zhong Tian LLP, has audited the effectiveness of our internal control over financial reporting as of December 31, 2023, as stated in its report, which appears on page F-2 of this annual report on Form 20-F.

#### Changes in Internal Control over Financial Reporting

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 16. [Reserved]

#### Item 16A. Audit Committee Financial Expert

Our board of directors has determined that CHEN Xiaohong, an independent director (under the standards set forth in Section 303A of the Corporate Governance Rules of the New York Stock Exchange and Rule 10A-3 under the Exchange Act) and chairman of our audit committee, is an audit committee financial expert.

#### Item 16B. Code of Ethics

Our board of directors adopted the amended and restated code of business conduct and ethics that applies to our directors, officers and employees on December 29, 2022. We have posted a copy of our amended and restated code of business conduct and ethics on our website at *investors.ke.com*.

A copy of our amended and restated code of business conduct and ethics will be provided at no cost to each person on the written or oral request of that person made to:

KE Holdings Inc.  
Oriental Electronic Technology Building,  
No. 2 Chuangye Road, Haidian District,  
Beijing 100086, People’s Republic of China  
Email: [ir@ke.com](mailto:ir@ke.com)  
Attention: Investor Relations Department

#### Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by PricewaterhouseCoopers Zhong Tian LLP, our principal external auditors, for the periods indicated.

	2022	2023
	US\$ (in thousands)	
Audit fees <sup>(1)</sup>	11,367	6,761
Audit related fees <sup>(2)</sup>	313	40
Tax fees <sup>(3)</sup>	689	504
All other fees <sup>(4)</sup>	87	261

Notes:

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- (1) “Audit fees” means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors for the audits of our annual financial statements and internal control over financial reporting, review of our quarterly and interim financial statements, including the audit fees relating to our Hong Kong listing in 2022.
- (2) “Audit related fees” means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors associated with certain permitted XBRL review services and permissible internal control consultation service in relation to our Hong Kong listing rendered by our principal external auditors in 2022.
- (3) “Tax fees” means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors associated with certain permitted tax consulting service and transfer pricing service.
- (4) “All other fees” means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors associated with certain permissible due diligence services and ESG report consult services.

The policy of our audit committee is to pre-approve all audit and non-audit services provided by PricewaterhouseCoopers Zhong Tian LLP, including audit services, audit-related services, tax services and other services 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**

Not applicable.

### **Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

In May and August 2022, our board of directors authorized a share repurchase program, under which we may repurchase up to US\$1.0 billion of our Class A ordinary shares and/or ADSs in the open market at prevailing market prices and/or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations, over a 12-month period. On August 31, 2023, our board of directors approved modifications to the share repurchase program, pursuant to which the repurchase authorization has been upsized to US\$2 billion of our Class A ordinary shares and/or ADSs and extended until August 31, 2024, subject to obtaining another general unconditional mandate for the repurchase from the shareholders of our company at the next annual general meeting to continue our share repurchase after the expiry of the existing share repurchase mandate granted by our annual general meeting held on June 15, 2023.

The table below is a summary of our repurchases, which were all conducted in the open market pursuant to the share repurchase program.

<b>Period</b>	<b>Total Number of ADSs Purchased</b>	<b>Average Price Paid Per ADS (US\$)</b>	<b>Total Number of ADSs Purchased as Part of the Publicly Announced Program</b>	<b>Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Program (US\$, in millions)</b>
March 2023	2,052,548	18.2637	16,241,210	1,771
May 2023	11,214,015	15.0869	27,455,225	1,602
June 2023	11,489,143	15.4089	38,944,368	1,425
July 2023	2,024,056	14.8906	40,968,424	1,395
September 2023	8,503,830	15.4694	49,472,254	1,263
October 2023	3,429,745	15.2447	52,901,999	1,211
November 2023	5,747,425	14.9754	58,649,424	1,125
December 2023	2,274,619	15.3828	60,924,043	1,090
January 2024	7,323,203	14.2745	68,247,246	986
March 2024	8,343,245	13.8375	76,590,491	870
<b>Total</b>	<b>62,401,829</b>	<b>15.0432</b>		

### **Item 16F. Change in Registrant’s Certifying Accountant**

Not applicable.



**Item 16G. Corporate Governance**

As a Cayman Islands exempted company listed on the NYSE, we are subject to the listing standards of the NYSE. However, NYSE rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the NYSE listing standards. Pursuant to the NYSE Listed Company Manual, a company listed on the NYSE must have a majority of independent directors, and a nominating and corporate governance committee composed entirely of independent directors. We currently follow our home country practice in lieu of those requirements. In January 2022, our board of directors approved the 2022 Share Incentive Plan, which became effective in May 2022. We followed our home country practice and did not convene a shareholder meeting to approve the 2022 Share Incentive Plan as required by the NYSE Listed Company Manual. In addition, we followed our home country practice and did not convene a shareholder meeting to approve the issuance of the restricted shares granted to Mr. PENG Yongdong and Mr. SHAN Yigang pursuant to the 2022 Share Incentive Plan as required by the NYSE Listed Company Manual. If we choose to follow home country practice, our shareholders may be afforded less protection than they otherwise would under the NYSE listing standards applicable to U.S. domestic issuers. See “Item 3. Key Information—D. Risk Factors—Risks Related to Our Shares and ADSs—As an exempted 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 NYSE listing standards.”

**Item 16H. Mine Safety Disclosure**

Not applicable.

**Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**Item 16J. Insider Trading Policies**

Not applicable.

**Item 16K. Cybersecurity**

**Risk Management and Strategy**

We have implemented robust processes for assessing, identifying and managing material risks from cybersecurity threats and monitoring the prevention, detection, mitigation and remediation of material cybersecurity incident. We have also integrated cybersecurity risk management into our overall enterprise risk management system.

We have invested heavily in data security and privacy protection as we attach paramount importance to the protection of the personal privacy of our users. Below are the schemes and measures we have adopted to assert our firm position in preventing any risks and threats that may jeopardize the confidentiality and integrity of our information systems or information on our systems:

- We formulate comprehensive in-house policies to internalize the legal requirements on data privacy and information security and apply them across all our technology applications. These policies aim to establish data classification and grading standards, outline information security-related violation scenarios and associated responsibilities, and clarify investigation and review processes for violation cases. We earnestly enforce these policies. To begin with, we hold up to the overriding principle of data minimization, ensuring that only the minimum amount of data necessary for relevant services is collected and provided. Each data processing behavior is conducted with a specific processing purpose, and legal necessity serves as the criterion. This effectively limits the personal data we may hold that can ever be subject to the risks of leakage or misuse. We also make sure that users have access to and can control their personal information authorized for processing by us at any time and from anywhere. This function, aiming for openness and transparency, enables the customers to remain a defense line of their own personal data even after their information comes into our possession.

- We establish distinct and stringent requirements for user data usage management. We use data sourced from customers only for lawful and authorized usage and only retain them within the time limit and scope allowed by law. We have set up regulations to minimize the risks of data leakage or abuses for both internal and external data circulation. For example, mandatory approval from the data applicant, the data circulation management team, and the data owner is required for any data circulation, either inside or outside our organization. In terms of sharing data with our suppliers and third-party service vendors, we rigorously enforce the requirement through agreements that they comply with the legal requirements and our privacy policies when processing our user data. Suppliers for projects involving data (including but not limited to user personal information, employee personal information, business operation data, company management data, etc.) should complete our personal information protection impact assessment before entering into the cooperative contracts, which should be executed with a “data security commitment letter” at the same time.
- We deploy a variety of technical solutions to implement the aforementioned policies and identify and manage potential system vulnerabilities and risks. These measures include encryption, isolation, data masking, firewall, vulnerability scanning and log audit. For instance, we store and transmit all customer data in encrypted formats and have a team of professionals who are dedicated to the ongoing review and monitoring of data security practices. We maintain data access logs that record the attempted and successful access to our data and conduct automated monitoring and routine manual verification of large data requests.
- We develop data security emergency response plan and establish a data security incident emergency working group. Sophisticated protocols have been set in place to deal with security incidents, including recording incident details, controlling the development of the situation, assessing the impact of the incident, notifying users, providing follow-up measures, and filling out the data security incident handling record. The Information Security and Data Compliance Committee described below has issued data security risk reporting standards and response procedures to all employees to strengthen their risk awareness and response capabilities. We also engaged third-party evaluation firms to conduct security test on our data security system and continued to improve the security level based on the feedback of the test. In 2023, we, with the assistance of third-party specialists, established a data security “blue army” and conducted two mock attack-defense exercises focusing on critical data leakage and compliance issues. By employing methods such as vulnerability exploitation, phishing, social engineering, nearby-source penetration, and intranet breakthroughs, we simulated defenses on sensitive data and core system assets, comprehensively enhancing our capabilities in data security defenses and emergency responsiveness.
- We also require all external vendors involved in projects concerning data and information to complete our company’s Data Protection Impact Assessment (DPIA) process initiated for vendors before signing contracts, and to sign undertaking on data security.

As of the date of this annual report, we have not experienced any material cybersecurity incidents or identified any material cybersecurity threats that have affected or are reasonably likely to materially affect us, our business strategy, results of operations or financial condition.

## **Governance**

Our corporate governance committee of the board of directors is responsible for overseeing our cybersecurity risk management, assuming the following responsibilities: (i) maintaining oversight of the disclosure related to cybersecurity matters in periodic reports of our company, (ii) reviewing updates to the status of any material cybersecurity incidents or material risks from cybersecurity threats to our company, and the relevant disclosure issues, if any, presented by our chief executive officer, chief financial officer and the Information Security and Data Compliance Committee described below, if necessary, on a quarterly basis, and (iii) review disclosure concerning cybersecurity matters in our annual report on Form 20-F presented by our chief executive officer, chief financial officer and the Information Security and Data Compliance Committee, if necessary.

At the management level, we have an Information Security and Data Compliance Committee as the decision-making body of our information security and data compliance, which consists of our chief executive officer, chief financial officer, leaders of legal, information security, professional ethics and compliance and leaders from each business line. Certain members of the committee are experienced in assessing and managing cybersecurity threats, possessing expertise such as a doctor degree in software engineering with a specialization in cyberspace security and extensive work experiences. With the committee's oversight, the departments responsible for legal, information security, and compliance work together as a working group, are responsible for developing crucial risk management strategies and enhancing risk management through collaborative efforts with various departments. Progress reports on the work of information security and data compliance are reported to the committee. Meanwhile, we have set up defense lines consisting of multiple departments to ensure that all relevant functional departments continue to prevent risks related to information security and privacy protection before, during and after the event.

**PART III**

**Item 17. Financial Statements**

We have elected to provide financial statements pursuant to Item 18.

**Item 18. Financial Statements**

The consolidated financial statements of KE Holdings Inc., its subsidiaries and its consolidated variable interest entities are included at the end of this annual report.

**Item 19. Exhibits**

<b>Exhibit Number</b>	<b>Description of Document</b>
1.1	<a href="#">Sixth Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated herein by reference to Exhibit 3.1 to the current report on Form 6-K (File No. 001-39436), furnished with the SEC on August 12, 2022).</a>
2.1	<a href="#">Registrant's Specimen American Depositary Receipt (incorporated herein by reference to Exhibit 4.1 to the registration statement on Form F-1 (File No. 333-250116) filed with the SEC on November 16, 2020).</a>
2.2	<a href="#">Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated herein by reference to Exhibit 2.2 of our annual report on Form 20-F (File No. 001-39436) filed with the SEC on April 27, 2023).</a>
2.3	<a href="#">Deposit Agreement, dated August 12, 2020, among the Registrant, the depository and the owners and holders of American Depositary Shares issued thereunder (incorporated herein by reference to Exhibit 4.3 to the registration statement on Form F-1 (File No. 333-250116) filed with the SEC on November 16, 2020).</a>
2.4	<a href="#">Second Amended and Restated Investor Rights Agreement dated November 29, 2019 (incorporated herein by reference to Exhibit 3.3 to the registration statement on Form F-1 (File No. 333-240068), as amended, initially filed with the SEC on July 24, 2020).</a>
2.5	<a href="#">Description of Securities (incorporated herein by reference to Exhibit 2.5 to the registration statement on our annual report on Form 20-F (File No. 001-39436) filed with the SEC on April 27, 2023).</a>
4.1	<a href="#">2018 Share Option Plan (incorporated herein by reference to Exhibit 10.1 to the registration statement on Form F-1 (File No. 333-240068), as amended, initially filed with the SEC on July 24, 2020).</a>
4.2	<a href="#">2020 Share Incentive Plan, as amended in April 2022 (incorporated herein by reference to Exhibit 4.2 of our annual report on Form 20-F (File No. 001-39436) filed with the SEC on April 27, 2023).</a>
4.3	<a href="#">2022 Share Incentive Plan (incorporated herein by reference to Exhibit 4.3 of our annual report on Form 20-F (File No. 001-39436) filed with the SEC on April 27, 2023).</a>
4.4	<a href="#">Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.3 to the registration statement on Form F-1 (File No. 333-240068), as amended, initially filed with the SEC on July 24, 2020).</a>
4.5	<a href="#">Form of Employment Agreement between the Registrant and its executive officers (incorporated herein by reference to Exhibit 10.4 to the registration statement on Form F-1 (File No. 333-240068), as amended, initially filed with the SEC on July 24, 2020).</a>

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- 4.6\* [English translation of the executed form of the Powers of Attorney granted by each shareholder of the VIEs \(other than the shareholder being WFOE itself\), as currently in effect, and a schedule of all executed Powers of Attorney adopting the same form](#)
- 4.7 [English translation of the Equity Interest Pledge Agreement among Beike \(Tianjin\) Investment Co., Ltd., Beijing Lianjia and shareholders of Beijing Lianjia dated September 30, 2022 \(incorporated herein by reference to Exhibit 4.7 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.8 [English translation of the Equity Interest Pledge Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Tianjin Xiaowu and shareholders of Tianjin Xiaowu dated January 30, 2022 \(incorporated by reference to Exhibit 4.7 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.9 [English translation of the Equity Interest Pledge Agreement among Beike Jinke \(Tianjin\) Technology Co., Ltd., Yiju Taihe and shareholders of Yiju Taihe dated January 30, 2022 \(incorporated by reference to Exhibit 4.8 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.10 [English translation of the Equity Interest Pledge Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Beijing Beihao Commercial Consultancy Co., Ltd. and shareholders of Beijing Beihao Commercial Consultancy Co., Ltd. dated January 30, 2022 \(incorporated by reference to Exhibit 4.9 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.11 [English translation of the Equity Interest Pledge Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Beijing Beijia Commercial Consultancy Co., Ltd. and shareholders of Beijing Beijia Commercial Consultancy Co., Ltd. dated January 30, 2022 \(incorporated by reference to Exhibit 4.10 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.12 [English translation of the Exclusive Business Cooperation Agreement between Beike \(Tianjin\) Investment Co., Ltd. and Beijing Lianjia dated January 30, 2022 \(incorporated by reference to Exhibit 4.11 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.13 [English translation of the Exclusive Business Cooperation Agreement between Jinbei \(Tianjin\) Technology Co., Ltd. and Tianjin Xiaowu dated January 30, 2022 \(incorporated by reference to Exhibit 4.12 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.14 [English translation of the Exclusive Business Cooperation Agreement between Beike Jinke \(Tianjin\) Technology Co., Ltd. and Yiju Taihe dated January 30, 2022 \(incorporated by reference to Exhibit 4.13 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.15 [English translation of the Exclusive Business Cooperation Agreement between Jinbei \(Tianjin\) Technology Co., Ltd. and Beijing Beihao dated January 30, 2022 \(incorporated by reference to Exhibit 4.14 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.16 [English translation of the Exclusive Business Cooperation Agreement between Jinbei \(Tianjin\) Technology Co., Ltd. and Beijing Beijia dated January 30, 2022 \(incorporated by reference to Exhibit 4.15 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.17 [English translation of the Exclusive Option Agreement among Beike \(Tianjin\) Investment Co., Ltd., Beijing Lianjia and shareholders of Beijing Lianjia dated September 30, 2022 \(incorporated herein by reference to Exhibit 4.17 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.18 [English translation of the Exclusive Option Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Tianjin Xiaowu and shareholders of Tianjin Xiaowu January 30, 2022 \(incorporated by reference to Exhibit 4.17 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)

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- 4.19 [English translation of the Exclusive Option Agreement among Beike Jinke \(Tianjin\) Technology Co., Ltd., Yiju Taihe and shareholders of Yiju Taihe dated January 30, 2022 \(incorporated by reference to Exhibit 4.18 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.20 [English translation of the Exclusive Option Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Beijing Beihao Commercial Consultancy Co., Ltd. and shareholders of Beijing Beihao Commercial Consultancy Co., Ltd. January 30, 2022 \(incorporated by reference to Exhibit 4.19 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.21 [English translation of the Exclusive Option Agreement among Jinbei \(Tianjin\) Technology Co., Ltd., Beijing Beijia Commercial Consultancy Co., Ltd. and shareholders of Beijing Beijia Commercial Consultancy Co., Ltd. January 30, 2022 \(incorporated by reference to Exhibit 4.20 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.22† [English translation of the Business Cooperation Agreement by and among Tencent, the Registrant and other parties named therein dated December 28, 2018 \(incorporated herein by reference to Exhibit 10.16 to the registration statement on Form F-1 \(File No. 333-240068\), as amended, initially filed with the Securities and Exchange Commission on July 24, 2020\)](#)
- 4.23† [English Translation of the Amended and Restated Framework Purchase Agreement by and among the Registrant, Shengdu Home Renovation Co., Ltd. and other parties dated April 11, 2022 \(incorporated by reference to Exhibit 4.22 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 19, 2022\)](#)
- 4.24 [English translation of the Equity Interest Pledge Agreement among Realsee \(Tianjin\) Technology Co., Ltd., Runizhishi and shareholders of Runzhishi dated May 12, 2022 \(incorporated herein by reference to Exhibit 4.24 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.25 [English translation of the Exclusive Business Cooperation Agreement between Realsee \(Tianjin\) Technology Co., Ltd. and Runizhishi \(Beijing\) Technology Co., Ltd. dated May 12, 2022 \(incorporated herein by reference to Exhibit 4.25 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.26 [English translation of the Exclusive Option Agreement among Realsee \(Tianjin\) Technology Co., Ltd., Runizhishi \(Beijing\) Technology Co., Ltd. and shareholders of Runizhishi \(Beijing\) Technology Co., Ltd. dated May 12, 2022 \(incorporated herein by reference to Exhibit 4.26 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.27\* [English translation of the Equity Interest Pledge Agreement among Realsee \(Tianjin\) Technology Co., Ltd., Runikeshi \(Beijing\) Technology Co., Ltd. and shareholders of Runikeshi \(Beijing\) Technology Co., Ltd. dated July 12, 2023](#)
- 4.28 [English translation of the Exclusive Business Cooperation Agreement between Realsee \(Tianjin\) Technology Co., Ltd. and Runikeshi \(Beijing\) Technology Co., Ltd. dated May 12, 2022 \(incorporated herein by reference to Exhibit 4.28 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.29\* [English translation of the Exclusive Option Agreement among Realsee \(Tianjin\) Technology Co., Ltd., Runikeshi \(Beijing\) Technology Co., Ltd. and shareholders of Runikeshi \(Beijing\) Technology Co., Ltd. dated July 12, 2023](#)
- 4.30 [English translation of the Cloud Services and Technical Services Framework Agreement between the Registrant and Shenzhen Tencent Computer Systems Company Limited dated April 28, 2022 \(incorporated herein by reference to Exhibit 4.30 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)
- 4.31 [English translation of the Online Marketing Services Framework Agreement between the Registrant and Ziroom Inc. dated April 28, 2022 \(incorporated herein by reference to Exhibit 4.31 of our annual report on Form 20-F \(File No. 001-39436\) filed with the SEC on April 27, 2023\)](#)



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4.32*†	<a href="#">English translation of Share Purchase Agreement by and between a subsidiary of the Registrant, Kongjian Zhihui Decoration (Beijing) Co., Ltd., CHEN Wei, XIN Yihua and certain other parties dated October 10, 2023</a>
4.33*†	<a href="#">English translation of Share Purchase Agreement by and between a subsidiary of the Registrant, Kongjian Zhihui Decoration (Beijing) Co., Ltd., and H iKongjian Co., Limited dated October 10, 2023</a>
4.34*†	<a href="#">English translation of Share Purchase Agreement by and between a subsidiary of the Registrant, Kongjian Zhihui Decoration (Beijing) Co., Ltd., and Nature Home (China) Co., Ltd. dated October 10, 2023, and a schedule of other parties adopting the same form</a>
4.35*†	<a href="#">English translation of Share Purchase Agreement by and between a subsidiary of the Registrant, Kongjian Zhihui Decoration (Beijing) Co., Ltd., and SHEN Yanjie dated October 10, 2023, and a schedule of other individuals adopting the same form</a>
4.36*†	<a href="#">English translation of Share Purchase Agreement by and between a subsidiary of the Registrant, Kongjian Zhihui Decoration (Beijing) Co., Ltd., Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership) and CHEN Wei dated October 10, 2023, and a schedule of other parties adopting the same form</a>
8.1*	<a href="#">List of Significant Subsidiaries and Variable Interest Entities of the Registrant</a>
11.1	<a href="#">Amended and Restated Code of Business Conduct and Ethics of the Registrant (incorporated herein by reference to Exhibit 11.1 of our annual report on Form 20 - F (File No. 001 - 39436) filed with the SEC on April 27, 2023)</a>
12.1*	<a href="#">CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
12.2*	<a href="#">CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
13.1**	<a href="#">CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
13.2**	<a href="#">CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
15.1*	<a href="#">Consent of Harney Westwood &amp; Riegels</a>
15.2*	<a href="#">Consent of Han Kun Law Offices</a>
15.3*	<a href="#">Consent of PricewaterhouseCoopers Zhong Tian LLP</a>
97.1*	<a href="#">Clawback Policy of the Registrant</a>
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)

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Notes:

\* Filed with this Annual Report on Form 20-F.

\*\* Furnished with this Annual Report on Form 20-F.

† Portions of this exhibit have been omitted in reliance of the revised Item 601 of Regulation S-K.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

**KE Holdings Inc.**

By: /s/ PENG Yongdong

Name: PENG Yongdong

Title: Chairman of the Board of Directors and Chief  
Executive Officer

Date: April 26, 2024

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***Report of Independent Registered Public Accounting Firm***

To the Board of Directors and Shareholders of KE Holdings Inc.

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of KE Holdings Inc. and its subsidiaries (the “Company”) as of December 31, 2023 and 2022, and the related consolidated statements of comprehensive income (loss), of changes in shareholders’ equity and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

***Basis for Opinions***

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting 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 audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements 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. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

***Definition and Limitations of Internal Control over Financial Reporting***

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### ***Critical Audit Matters***

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 (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) 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.

#### *Revenue Recognition – New Home Transaction Services*

As described in Note 2.23 to the consolidated financial statements, the Company generated revenues from new home transaction services principally by earning sales commissions from real estate developers for new home sales facilitated by the Company. The Company signed new home agency service contracts with real estate developers in which the terms and conditions for sales commission earned are defined. The Company recognized sales commissions as revenues when the confirmations were received from real estate developers that terms and conditions for commissions earned were met or upon cash receipts of service fees if collection of the commissions was not considered probable. The Company recognized revenues from new home transaction services of RMB30.6 billion for the year ended December 31, 2023 as presented in the consolidated statements of comprehensive income (loss).

The principal considerations for our determination that performing procedures relating to revenue recognized on new home transaction services is a critical audit matter are the significant judgment by management in determining whether collection of commission from real estate developers was probable to support the establishment of contract with these developers, and the timing of revenue recognition. This in turn led to significant auditor judgment and effort in performing procedures and evaluating audit evidence.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to assessment of collectability of consideration from real estate developers that impacted the determination of the revenue recognition. These procedures also included, among others, (i) testing management's process for determining whether the collection of commissions earned from developers was probable to support the establishment of a contract with the developers; and (ii) determining whether the criteria for revenue recognition were fulfilled when the Company received the confirmations from the developers that terms and conditions for commissions earned were met.

#### *Allowance for Credit Losses – Accounts Receivable from New Home Transaction Services*

As described in Notes 2.11 and 6 to the consolidated financial statements, the Company had gross accounts receivable of RMB4.6 billion, for which an allowance for credit losses of RMB1.6 billion was recorded as of December 31, 2023. RMB3.8 billion of the Company's gross accounts receivable was from new home transaction services with RMB1.4 billion allowance for credit losses was recorded as of December 31, 2023. The allowance is management's estimate of expected credit losses after considering historical collection activity, the nature of the receivable, the current business environment and forecasts that may affect the customers' ability to pay. Management estimated the allowance by segmenting accounts receivable from new home transaction services based on certain credit risk characteristics and determining an expected loss rate for each segmentation based on historical loss experience adjusted for judgments about the effects of relevant observable data including current and future economic conditions.

The principal considerations for our determination that performing procedures relating to the allowance for credit losses on accounts receivable from new home transactions is a critical audit matter are (i) the significant judgment by management in estimating the allowance for credit losses for accounts receivable from new home transaction services; (ii) a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating management's significant assumptions, related to the segmentation of accounts receivable and judgments about the effects of current and future economic conditions; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.



Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's estimate of the allowance for credit losses on accounts receivable from new home transaction services. These procedures also included, among others, (i) testing management's process for estimating the allowance for credit losses; (ii) evaluating the appropriateness of the models; (iii) testing the completeness and accuracy of the underlying data used in the models; and (iv) evaluating the reasonableness of significant assumptions and judgments used by management, related to the segmentation of accounts receivable and the reasonableness of current and future economic conditions, to estimate the allowance for credit loss for each segmentation of accounts receivable. Professionals with specialized skill and knowledge were used to assist in evaluating the appropriateness of the models and the reasonableness of the significant assumptions.

*Goodwill Impairment Assessment — Home Renovation and Furnishing Reporting Unit*

As described in Notes 2.17 and 12 to the consolidated financial statements, the Company's goodwill balance was RMB4.9 billion as of December 31, 2023, and the goodwill associated with the home renovation and furnishing reporting unit was RMB3.2 billion. Management performs impairment tests to assess the carrying value of goodwill on an annual basis, and between annual tests if events or circumstances indicate that goodwill may be impaired. Management completed its annual goodwill impairment test as of December 31, 2023 and concluded that no impairment existed for the carrying value of the goodwill attributable to home renovation and furnishing reporting unit. As of December 31, 2023, the fair value of the home renovation and furnishing unit exceeded its carrying value by 10%. Management used a discounted cash flow model to estimate the fair value of the home renovation and furnishing reporting unit. Management's cash flow projections for home renovation and furnishing reporting unit included significant judgements and assumptions relating to revenue growth rates and discount rate.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the home renovation and furnishing reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value of the home renovation and furnishing reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions, related to revenue growth rates and discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the home renovation and furnishing reporting unit. These procedures also included, among others (i) testing management's process for developing the fair value estimate of the home renovation and furnishing reporting unit; (ii) evaluating the appropriateness of the discounted cash flow model; (iii) testing the completeness and accuracy of underlying data used in the model; and (iv) evaluating the reasonableness of the significant assumptions used by management, related to the revenue growth rates and the discount rate. Evaluating management's significant assumptions of revenue growth rates and discount rate involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) consistency with external market and industry data; and (iii) whether the significant assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow model and the discount rate assumption.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
April 26, 2024

We have served as the Company's auditor since 2018.

**KE Holdings Inc.**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2022 AND 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	Note	As of December 31,		
		2022	2023	2023
		RMB	RMB	US\$ Note 2.6
<b>ASSETS</b>				
<b>Current assets:</b>				
Cash and cash equivalents	3	19,413,202	19,634,716	2,765,492
Restricted cash	3	6,181,057	6,222,745	876,455
Short-term investments	4	35,485,908	34,257,958	4,825,132
Short-term financing receivables, net of allowance for credit losses of RMB139,427 and RMB122,482 as of December 31, 2022 and 2023, respectively	7	667,224	1,347,759	189,828
Accounts receivable and contract assets, net of allowance for credit losses of RMB2,088,478 and RMB1,681,127 as of December 31, 2022 and 2023, respectively	6	4,163,022	3,176,169	447,354
Amounts due from and prepayments to related parties	24	405,956	419,270	59,053
Loan receivables from related parties	24	50,463	28,030	3,948
Prepayments, receivables and other assets	5	4,057,843	4,666,976	657,331
<b>Total current assets</b>		<b>70,424,675</b>	<b>69,753,623</b>	<b>9,824,593</b>
<b>Non-current assets:</b>				
Property, plant and equipment, net	8	2,036,553	1,965,098	276,778
Right-of-use assets	10	11,284,070	17,617,915	2,481,431
Long-term investments, net	11	17,925,653	23,570,988	3,319,904
Intangible assets, net	9	1,686,976	1,067,459	150,348
Goodwill	12	4,934,235	4,856,807	684,067
Long-term loan receivables from related parties	24	22,934	27,000	3,803
Other non-current assets	5	1,032,251	1,473,041	207,474
<b>Total non-current assets</b>		<b>38,922,672</b>	<b>50,578,308</b>	<b>7,123,805</b>
<b>TOTAL ASSETS</b>		<b>109,347,347</b>	<b>120,331,931</b>	<b>16,948,398</b>
<b>LIABILITIES</b>				
<b>Current liabilities</b>				
Accounts payable (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB62,910 and RMB68,000 as of December 31, 2022 and 2023, respectively)	14	5,843,321	6,328,516	891,353
Amounts due to related parties (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB822 and RMB905 as of December 31, 2022 and 2023, respectively)	24	425,685	430,350	60,614
Employee compensation and welfare payable (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB386,874 and RMB371,917 as of December 31, 2022 and 2023, respectively)		9,365,512	8,145,779	1,147,309
Customer deposits payable (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB2,915,103 and RMB2,540,511 as of December 31, 2022 and 2023, respectively)		4,194,828	3,900,564	549,383
Income taxes payable (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB50,383 and RMB35,274 as of December 31, 2022 and 2023, respectively)		542,290	698,568	98,391
Short-term borrowings (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of nil as of both December 31, 2022 and 2023)	13	619,000	290,450	40,909
Lease liabilities current portion (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB369 and RMB383 as of December 31, 2022 and 2023, respectively)	10	4,972,345	9,368,607	1,319,541
Contract liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB5,572 and RMB4,291 as of December 31, 2022 and 2023, respectively)		3,260,269	4,665,201	657,080
Accrued expenses and other current liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB199,443 and RMB153,102 as of December 31, 2022 and 2023, respectively)	15	4,118,068	5,695,948	802,257
<b>Total current liabilities</b>		<b>33,341,318</b>	<b>39,523,983</b>	<b>5,566,837</b>

**KE Holdings Inc.**  
**CONSOLIDATED BALANCE SHEETS (CONTINUED)**  
**AS OF DECEMBER 31, 2022 AND 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	Note	As of December 31,		
		2022	2023	2023
		RMB	RMB	US\$ Note 2.6
<b>Non-current liabilities</b>				
Deferred tax liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB4,483 and RMB3,788 as of December 31, 2022 and 2023, respectively)	18	351,186	279,341	39,344
Lease liabilities non-current portion (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB23 and nil as of December 31, 2022 and 2023, respectively)	10	6,599,930	8,327,113	1,172,849
Other non-current liabilities		475	389	55
<b>Total non-current liabilities</b>		<b>6,951,591</b>	<b>8,606,843</b>	<b>1,212,248</b>
<b>TOTAL LIABILITIES</b>		<b>40,292,909</b>	<b>48,130,826</b>	<b>6,779,085</b>
<b>Commitments and contingencies</b>	25			
<b>SHAREHOLDERS' EQUITY</b>				
<b>KE Holdings Inc. shareholders' equity:</b>				
Ordinary shares (US\$0.00002 par value; 25,000,000,000 ordinary shares authorized, comprising of 24,114,698,720 Class A ordinary shares and 885,301,280 Class B ordinary shares. 3,601,547,279 Class A ordinary shares issued and 3,561,632,933 Class A ordinary shares outstanding <sup>(1)</sup> as of December 31, 2022; 3,571,960,220 Class A ordinary shares issued and 3,443,860,844 Class A ordinary shares outstanding <sup>(1)</sup> as of December 31, 2023; and 156,426,896 and 151,354,549 Class B ordinary shares issued and outstanding as of December 31, 2022 and 2023, respectively)	20	487	475	67
Treasury shares		(225,329)	(866,198)	(122,001)
Additional paid-in capital		80,302,956	77,583,054	10,927,345
Statutory reserves		660,817	811,107	114,242
Accumulated other comprehensive income (loss)		(412,721)	244,302	34,409
Accumulated deficit		(11,405,850)	(5,672,916)	(799,014)
<b>Total KE Holdings Inc. shareholders' equity</b>		<b>68,920,360</b>	<b>72,099,824</b>	<b>10,155,048</b>
Non-controlling interests		134,078	101,281	14,265
<b>TOTAL SHAREHOLDERS' EQUITY</b>		<b>69,054,438</b>	<b>72,201,105</b>	<b>10,169,313</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>		<b>109,347,347</b>	<b>120,331,931</b>	<b>16,948,398</b>

(1) Excluding the Class A ordinary shares registered in the name of the depositary bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and the Class A ordinary shares repurchased but not cancelled in the form of ADSs.

**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2022 AND 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

Note	For the Year Ended December 31,			
	2021	2022	2023	2023
	RMB	RMB	RMB	US\$ Note 2.6
<b>Net revenues:</b>				
Existing home transaction services (including revenues generated from related parties of RMB642,909, RMB625,979 and RMB 830,295, for 2021, 2022 and 2023, respectively)	31,947,953	24,123,703	27,954,135	3,937,258
New home transaction services (including revenues generated from related parties of RMB3,525, RMB1,476 and RMB 2,713, for 2021, 2022 and 2023, respectively)	46,472,378	28,650,374	30,575,778	4,306,508
Home renovation and furnishing (including revenues generated from related parties of RMB 171,449, RMB3,365 and RMB 6,471, for 2021, 2022 and 2023, respectively)	197,452	5,046,627	10,850,497	1,528,261
Emerging and other services (including revenues generated from related parties of RMB30,007, RMB33,383 and RMB 26,168, for 2021, 2022 and 2023, respectively)	2,134,656	2,848,075	8,396,522	1,182,625
<b>Total net revenues</b>	<b>80,752,439</b>	<b>60,668,779</b>	<b>77,776,932</b>	<b>10,954,652</b>
<b>Cost of revenues:</b>				
Commission-split	(31,633,827)	(20,499,632)	(25,713,752)	(3,621,706)
Commission and compensation-internal	(26,303,507)	(17,853,694)	(17,884,796)	(2,519,021)
Cost of home renovation and furnishing	(195,869)	(3,562,068)	(7,705,325)	(1,085,272)
Cost related to stores	(3,809,757)	(3,346,436)	(2,872,093)	(404,526)
Others	(2,990,064)	(1,626,202)	(1,882,952)	(265,208)
<b>Total cost of revenues</b>	<b>(64,933,024)</b>	<b>(46,888,032)</b>	<b>(56,058,918)</b>	<b>(7,895,733)</b>
<b>Gross profit</b>	<b>15,819,415</b>	<b>13,780,747</b>	<b>21,718,014</b>	<b>3,058,919</b>
<b>Operating expenses:</b>				
Sales and marketing expenses	(4,309,116)	(4,573,382)	(6,654,178)	(937,221)
General and administrative expenses	(8,924,470)	(7,346,665)	(8,236,569)	(1,160,096)
Research and development expenses	(3,193,988)	(2,545,549)	(1,936,780)	(272,790)
Impairment of goodwill, intangible assets and other long-lived assets	8&9&12 (746,705)	(148,057)	(93,417)	(13,158)
<b>Total operating expenses</b>	<b>(17,174,279)</b>	<b>(14,613,653)</b>	<b>(16,920,944)</b>	<b>(2,383,265)</b>
<b>Income (loss) from operations</b>	<b>(1,354,864)</b>	<b>(832,906)</b>	<b>4,797,070</b>	<b>675,654</b>
Interest income, net	17 354,567	743,484	1,263,332	177,937
Share of results of equity investees	39,520	44,588	9,098	1,281
Impairment loss for equity investments accounted for using equity method	11 (2,914)	—	(10,369)	(1,460)
Fair value changes in investments, net	564,804	(512,225)	78,320	11,031
Impairment loss for equity investments accounted for using measurement alternative	11 (183,789)	(591,876)	(28,800)	(4,056)
Foreign currency exchange gain (loss)	20,988	(127,362)	(93,956)	(13,233)
Other income, net	16 1,702,414	1,568,587	1,869,300	263,285
<b>Income before income tax expense</b>	<b>1,140,726</b>	<b>292,290</b>	<b>7,883,995</b>	<b>1,110,439</b>
Income tax expense	18 (1,665,492)	(1,689,574)	(1,994,391)	(280,904)
<b>Net income (loss)</b>	<b>(524,766)</b>	<b>(1,397,284)</b>	<b>5,889,604</b>	<b>829,535</b>
Net loss (income) attributable to non-controlling interests shareholders	637	11,210	(6,380)	(899)
<b>Net income (loss) attributable to KE Holdings Inc.</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>	<b>828,636</b>
<b>Net income (loss) attributable to KE Holdings Inc.'s ordinary shareholders</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>	<b>828,636</b>
<b>Net income (loss)</b>	<b>(524,766)</b>	<b>(1,397,284)</b>	<b>5,889,604</b>	<b>829,535</b>
<b>Other comprehensive income (loss)</b>				
Currency translation adjustments	(841,214)	2,602,071	574,223	80,878
Unrealized gains (losses) on available-for-sale investments, net of reclassification	35,578	(375,069)	82,800	11,662
<b>Total other comprehensive income (loss)</b>	<b>(805,636)</b>	<b>2,227,002</b>	<b>657,023</b>	<b>92,540</b>
<b>Total comprehensive income (loss)</b>	<b>(1,330,402)</b>	<b>829,718</b>	<b>6,546,627</b>	<b>922,075</b>
Comprehensive loss (income) attributable to non-controlling interests shareholders	637	11,210	(6,380)	(899)
<b>Comprehensive income (loss) attributable to KE Holdings Inc.</b>	<b>(1,329,765)</b>	<b>840,928</b>	<b>6,540,247</b>	<b>921,176</b>
<b>Comprehensive income (loss) attributable to KE Holdings Inc.'s ordinary shareholders</b>	<b>(1,329,765)</b>	<b>840,928</b>	<b>6,540,247</b>	<b>921,176</b>
<b>Weighted average number of ordinary shares used in computing net income (loss) per share, basic and diluted</b>				
— Basic	23	3,549,121,628	3,569,179,079	3,521,379,938
— Diluted	23	3,549,121,628	3,569,179,079	3,611,653,020
<b>Net income (loss) per share attributable to ordinary shareholders</b>				
— Basic	23	(0.15)	(0.39)	1.67
— Diluted	23	(0.15)	(0.39)	1.63
<b>Share-based compensation expenses included in:</b>				
Cost of revenues	406,131	356,844	502,523	70,779
Sales and marketing expenses	110,446	121,396	180,465	25,418
General and administrative expenses	595,732	1,659,755	2,345,895	330,412
Research and development expenses	425,978	287,254	186,666	26,291

**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	Attributable to owners of KE Holdings Inc.										
	Ordinary shares		Treasury shares		Additional paid-in capital	Statutory reserves	Accumulated other comprehensive income (loss)	Accumulated deficit	Total	Non-controlling interests	Total equity
	Shares	RMB	Shares	RMB							
<b>Balance at January 1, 2021</b>	<b>3,491,415,360</b>	<b>482</b>	—	—	<b>77,433,882</b>	<b>392,834</b>	<b>(1,834,087)</b>	<b>(9,227,664)</b>	<b>66,765,447</b>	<b>27,069</b>	<b>66,792,516</b>
Net loss	—	—	—	—	—	—	—	(524,129)	(524,129)	(637)	(524,766)
Exercise of share options	57,076,970	7	—	—	—	—	—	—	7	—	7
Share-based compensation	—	—	—	—	1,538,287	—	—	—	1,538,287	—	1,538,287
Appropriation to statutory reserves	—	—	—	—	—	91,053	—	(91,053)	—	—	—
Currency translation adjustments	—	—	—	—	—	—	(841,214)	—	(841,214)	—	(841,214)
Acquisition of subsidiaries with non-controlling interests	—	—	—	—	—	—	—	—	—	55,085	55,085
Unrealized gains on available-for-sale investments, before reclassification	—	—	—	—	—	—	45,242	—	45,242	—	45,242
Unrealized gains on available-for-sale investments, amounts reclassified from accumulated other comprehensive income	—	—	—	—	—	—	(9,664)	—	(9,664)	—	(9,664)
<b>Balance at December 31, 2021</b>	<b><u>3,548,492,330</u></b>	<b><u>489</u></b>	—	—	<b><u>78,972,169</u></b>	<b><u>483,887</u></b>	<b><u>(2,639,723)</u></b>	<b><u>(9,842,846)</u></b>	<b><u>66,973,976</u></b>	<b><u>81,517</u></b>	<b><u>67,055,493</u></b>

**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	Attributable to owners of KE Holdings Inc.										
	Ordinary shares		Treasury shares		Additional paid-in capital	Statutory reserves	Accumulated other comprehensive income (loss)	Accumulated deficit	Total	Non-controlling interests	Total equity
	Shares	RMB	Shares	RMB							
<b>Balance at January 1, 2022</b>	<b>3,548,492,330</b>	<b>489</b>	<b>—</b>	<b>—</b>	<b>78,972,169</b>	<b>483,887</b>	<b>(2,639,723)</b>	<b>(9,842,846)</b>	<b>66,973,976</b>	<b>81,517</b>	<b>67,055,493</b>
Net loss	—	—	—	—	—	—	—	(1,386,074)	(1,386,074)	(11,210)	(1,397,284)
Exercise of share options	24,383,373	3	—	—	—	—	—	—	3	—	3
Vesting of restricted share units	576,720	—	—	—	—	—	—	—	—	—	—
Share-based compensation	—	—	—	—	2,425,249	—	—	—	2,425,249	—	2,425,249
Repurchase of ordinary shares	—	—	(41,707,914)	(1,319,796)	—	—	—	—	(1,319,796)	—	(1,319,796)
Cancellation of ordinary shares	(35,246,628)	(5)	35,246,628	1,094,467	(1,094,462)	—	—	—	—	—	—
Surrender of ordinary shares	(3)	—	—	—	—	—	—	—	—	—	—
Appropriation to statutory reserves	—	—	—	—	—	176,930	—	(176,930)	—	—	—
Currency translation adjustments	—	—	—	—	—	—	2,602,071	—	2,602,071	—	2,602,071
Acquisition of subsidiaries with non-controlling interests	—	—	—	—	—	—	—	—	—	63,771	63,771
Unrealized gains on available-for-sale investments, before reclassification	—	—	—	—	—	—	(470,589)	—	(470,589)	—	(470,589)
Unrealized gains on available-for-sale investments, amounts reclassified from accumulated other comprehensive loss	—	—	—	—	—	—	95,520	—	95,520	—	95,520
<b>Balance at December 31, 2022</b>	<b><u>3,538,205,792</u></b>	<b><u>487</u></b>	<b><u>(6,461,286)</u></b>	<b><u>(225,329)</u></b>	<b><u>80,302,956</u></b>	<b><u>660,817</u></b>	<b><u>(412,721)</u></b>	<b><u>(11,405,850)</u></b>	<b><u>68,920,360</u></b>	<b><u>134,078</u></b>	<b><u>69,054,438</u></b>

**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	Attributable to owners of KE Holdings Inc.										
	Ordinary shares		Treasury shares		Additional	Statutory	Accumulated	Accumulated	Total	Non-	Total
	Shares	RMB	Shares	RMB	paid-in capital RMB	reserves RMB	other comprehensive income (loss) RMB	deficit RMB	RMB	controlling interests RMB	equity RMB
<b>Balance at January 1, 2023</b>	<b>3,538,205,792</b>	<b>487</b>	<b>(6,461,286)</b>	<b>(225,329)</b>	<b>80,302,956</b>	<b>660,817</b>	<b>(412,721)</b>	<b>(11,405,850)</b>	<b>68,920,360</b>	<b>134,078</b>	<b>69,054,438</b>
Net income	—	—	—	—	—	—	—	5,883,224	5,883,224	6,380	5,889,604
Exercise of share options	17,029,713	3	—	—	—	—	—	—	3	—	3
Vesting of restricted share units	5,963,517	1	—	—	(1)	—	—	—	—	—	—
Vesting of restricted share, net (Note 19(c))	13,292,404	2	—	—	(2)	—	—	—	—	—	—
Share-based compensation	—	—	—	—	3,215,549	—	—	—	3,215,549	—	3,215,549
Repurchase of ordinary shares	—	—	(141,064,215)	(5,150,628)	—	—	—	—	(5,150,628)	—	(5,150,628)
Cancellation of ordinary shares	(123,459,369)	(18)	123,459,369	4,509,759	(4,509,741)	—	—	—	—	—	—
Surrender of ordinary shares	(37)	—	—	—	—	—	—	—	—	—	—
Appropriation to statutory reserves	—	—	—	—	—	150,290	—	(150,290)	—	—	—
Currency translation adjustments	—	—	—	—	—	—	574,223	—	574,223	—	574,223
Acquisition of subsidiaries with non-controlling interests	—	—	—	—	—	—	—	—	—	18,852	18,852
Disposal of subsidiaries with non-controlling interests	—	—	—	—	—	—	—	—	—	(2,109)	(2,109)
Unrealized gains on available-for-sale investments, before reclassification	—	—	—	—	—	—	71,447	—	71,447	—	71,447
Unrealized gains on available-for-sale investments, amounts reclassified from accumulated other comprehensive loss	—	—	—	—	—	—	11,353	—	11,353	—	11,353
Dividend to shareholders	—	—	—	—	(1,425,707)	—	—	—	(1,425,707)	—	(1,425,707)
Liquidation of subsidiary	—	—	—	—	—	—	—	—	—	(51,020)	(51,020)
Dividend of subsidiaries for non-controlling interest holder	—	—	—	—	—	—	—	—	—	(4,900)	(4,900)
<b>Balance at December 31, 2023</b>	<b>3,451,032,020</b>	<b>475</b>	<b>(24,066,132)</b>	<b>(866,198)</b>	<b>77,583,054</b>	<b>811,107</b>	<b>244,302</b>	<b>(5,672,916)</b>	<b>72,099,824</b>	<b>101,281</b>	<b>72,201,105</b>



**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2022 AND 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	For the Year Ended December 31,			
	2021	2022	2023	2023
	RMB	RMB	RMB	US\$ Note 2.6
<b>Cash flows from operating activities:</b>				
Net income (loss)	(524,766)	(1,397,284)	5,889,604	829,535
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation of property, plant and equipment	879,729	918,261	775,042	109,162
Amortization of intangible assets	491,032	584,460	627,146	88,332
Net impairment loss (reversal) on financial assets	1,326,698	(21,059)	426,352	60,050
Impairment of goodwill, intangible assets and other long-lived assets	746,705	148,057	93,417	13,158
Impairment loss for equity investments accounted for using equity method	2,914	—	10,369	1,460
Impairment loss for equity investments accounted for using measurement alternative	183,789	591,876	28,800	4,056
Provision (reversal) of credit losses for financing receivables	124,335	18,658	(7,573)	(1,067)
Deferred tax expenses (benefits)	(170,065)	301,788	(328,579)	(46,279)
Share of results of equity investees	(39,520)	(44,588)	(9,098)	(1,281)
Dividend received from equity method investments	14,800	27,338	14,862	2,093
Fair value changes in investments	(564,804)	512,225	(78,320)	(11,031)
Investment and interest income	(425,905)	(767,330)	(1,413,018)	(199,019)
Foreign currency exchange loss (gain)	(20,988)	127,362	93,956	13,233
Loss (gain) on disposal of property, plant and equipment and intangible assets	467	(653)	629	89
Share-based compensation expenses	1,538,287	2,425,249	3,215,549	452,901
Changes in assets and liabilities:				
Accounts receivable and contract assets	2,646,058	5,160,705	834,677	117,562
Amounts due from and prepayments to related parties	(106,993)	185,386	(13,314)	(1,875)
Prepayments, receivables and other assets	1,450,492	(382,652)	(883,309)	(124,411)
Right-of-use assets	(418,389)	(3,509,206)	(6,333,845)	(892,103)
Other non-current assets	(11,331)	(54,005)	(29,481)	(4,152)
Accounts payable	(566,709)	(866,389)	482,543	67,965
Amounts due to related parties	329,823	(158,393)	4,665	657
Employee compensation and welfare payable	(1,399,663)	(957,551)	(1,219,733)	(171,796)
Customer deposits payable	(2,561,919)	13,491	(294,264)	(41,446)
Contract liabilities	367,772	921,104	1,404,932	197,881
Lease liabilities	588,714	4,073,669	6,123,445	862,469
Accrued expenses and other current liabilities	80,442	652,832	1,585,979	223,380
Income taxes payable	(418,876)	(41,688)	156,278	22,011
Other liabilities	52,993	(909)	(86)	(12)
<b>Net cash provided by operating activities</b>	<b>3,595,122</b>	<b>8,460,754</b>	<b>11,157,625</b>	<b>1,571,522</b>
<b>Cash flows from investing activities:</b>				
Purchases of held-to-maturity debt investments	(11,525,705)	(23,799,933)	(14,513,592)	(2,044,197)
Maturities of held-to-maturity debt investments	781,074	15,796,918	8,918,346	1,256,123
Purchases of available-for-sale debt investments	(8,544,633)	(1,242,573)	—	—
Sales and maturities of available-for-sale debt investments	715,957	2,928,668	1,392,881	196,183
Purchases of other long-term investments	(8,751,223)	(560,575)	(1,181,611)	(166,426)
Disposal and distributions of other long-term investments	542,043	509,221	338,678	47,702
Purchases of other short-term investments	(37,172,628)	(34,718,665)	(38,874,183)	(5,475,314)
Maturities of other short-term investments	37,197,916	36,540,249	41,465,679	5,840,319
Cash paid for business combinations, net of cash acquired	(21,842)	(3,147,760)	(9,893)	(1,393)
Proceeds from disposal of a subsidiary and long-lived assets	18,521	19,126	14,838	2,090
Purchases of property, plant and equipment, intangible assets and other long-lived assets	(1,429,977)	(793,032)	(873,990)	(123,099)
Financing receivables originated	(32,966,185)	(11,529,591)	(27,785,767)	(3,913,544)
Collections of financing receivables principal	36,279,018	11,556,201	27,112,807	3,818,759
Loans to related parties	(28,100)	(50,124)	(47,000)	(6,620)
Repayments of loans from related parties	21,690	19,515	65,367	9,207
<b>Net cash used in investing activities</b>	<b>(24,884,074)</b>	<b>(8,472,355)</b>	<b>(3,977,440)</b>	<b>(560,210)</b>

**KE Holdings Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**  
**FOR THE YEARS ENDED DECEMBER 31, 2021, 2022 AND 2023**  
**(All amounts in thousands, except for share and per share data, unless otherwise noted)**

	For the Year Ended December 31,			
	2021	2022	2023	2023
	RMB	RMB	RMB	US\$ Note 2.6
<b>Cash flows from financing activities:</b>				
Cash paid for non-controlling interests in subsidiaries	(870)	—	—	—
Repurchase of ordinary shares	—	(1,319,796)	(5,150,628)	(725,451)
Proceeds from issuance of ordinary shares upon exercise of share option	7	3	2	1
Proceeds from short-term borrowings	260,000	759,000	426,634	60,090
Repayments of short-term borrowings	—	(400,000)	(755,972)	(106,476)
Proceeds from funding debts	507,543	133,400	—	—
Repayments of funding debts	(1,840,853)	(327,600)	—	—
Dividends paid to equity holders of the Company	—	—	(1,425,707)	(200,807)
Liquidation of subsidiaries	—	—	(51,020)	(7,186)
Dividends paid to non-controlling shareholders of subsidiaries	—	—	(4,900)	(690)
<b>Net cash used in financing activities</b>	<b>(1,074,173)</b>	<b>(1,154,993)</b>	<b>(6,961,591)</b>	<b>(980,519)</b>
<b>Effect of exchange rate change on cash, cash equivalents and restricted cash</b>	<b>(442,141)</b>	<b>28,644</b>	<b>44,608</b>	<b>6,278</b>
<b>Net increase (decrease) in cash and cash equivalents and restricted cash</b>	<b>(22,805,266)</b>	<b>(1,137,950)</b>	<b>263,202</b>	<b>37,071</b>
<b>Cash, cash equivalents and restricted cash at the beginning of the year</b>				
Including:				
Cash and cash equivalents at the beginning of the year	40,969,979	20,446,104	19,413,202	2,734,292
Restricted cash at the beginning of the year	8,567,496	6,286,105	6,181,057	870,584
<b>Total</b>	<b>49,537,475</b>	<b>26,732,209</b>	<b>25,594,259</b>	<b>3,604,876</b>
<b>Cash, cash equivalents and restricted cash at the end of the year</b>				
Including:				
Cash and cash equivalents at the end of the year	20,446,104	19,413,202	19,634,716	2,765,492
Restricted cash at the end of the year	6,286,105	6,181,057	6,222,745	876,455
<b>Total</b>	<b>26,732,209</b>	<b>25,594,259</b>	<b>25,857,461</b>	<b>3,641,947</b>
Cash, cash equivalents and restricted cash change during the year	(22,805,266)	(1,137,950)	263,202	37,071
<b>Supplemental disclosures:</b>				
Cash paid for income taxes	(2,295,576)	(1,446,640)	(2,250,992)	(317,046)
Cash paid for interest	(4,671)	(13,625)	(17,479)	(2,462)
<b>Non-cash investing activities</b>				
Changes in accounts payable related to property, plant and equipment addition	20,142	93,726	(2,653)	(374)

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION**

**(a) Principle activities, subsidiaries and VIEs**

KE Holdings Inc. (“the Company”) was incorporated in the Cayman Islands on July 6, 2018 under the Cayman Islands Companies Law as an exempted company with limited liability. The Company through its consolidated subsidiaries, variable interest entities (the “VIE”s) and the subsidiaries of the VIEs (collectively, the “Group”), is principally engaged in operating a leading integrated online and offline platform for housing transactions and services in the People’s Republic of China (the “PRC” or “China”).

As of December 31, 2023, the details of the Company’s major subsidiaries and consolidated VIEs (inclusive of the VIEs’ subsidiaries) are as follows:

Name	Date of incorporation or acquisition	Place of incorporation	Percentage of direct or indirect economic ownership
<b>Subsidiaries</b>			
Beike Group (Cayman) Limited	August 6, 2018	Cayman Islands	100 %
Beike Finance Holdings (Cayman) Limited	August 14, 2018	Cayman Islands	100 %
Sharehome HK International Limited	December 16, 2016	Hong Kong	100 %
Beike Kestone Holdings (Hong Kong) Limited	August 13, 2018	Hong Kong	100 %
Beike (Tianjin) Investment Co., Ltd.	September 29, 2018	PRC	100 %
Beihan(Tianjin) Technology Co., Ltd.	November 27, 2019	PRC	100 %
Lianjia (Tianjin) Enterprise Management Co., Ltd.	August 13, 2018	PRC	100 %
Beijing Lianjia Zhidi Real Estate Brokerage Co., Ltd.	July 25, 2005	PRC	100 %
Beijing Fangyuan Real Estate Consulting Services Co., Ltd.	October 24, 2016	PRC	100 %
Beijing Gaoce Real Estate Brokerage Co., Ltd.	December 27, 2011	PRC	100 %
Beijing Lianjia Gaoce Real Estate Brokerage Co., Ltd.	September 20, 2016	PRC	100 %
Deyou Real Estate Agency Co., Ltd.	September 5, 2002	PRC	100 %
Shanghai Xiaoheng Internet Technology Co., Ltd.	October 30, 2017	PRC	100 %
Shanghai Deyou Property Consulting Co., Ltd.	April 16, 2014	PRC	100 %
Sichuan Lianjia Real Estate Brokerage Co., Ltd.	December 30, 2009	PRC	100 %
Ningbo Fangjianghu Internet Technology Co., Ltd.	July 17, 2018	PRC	100 %
Tianjin Haibei Information Technology Co., Ltd.	September 14, 2018	PRC	100 %
Beike Zhaofang (Beijing) Technology Co., Ltd.	August 3, 2015	PRC	100 %
Beike Zhaofang Technology Co., Ltd.	November 21, 2017	PRC	100 %
Beike Technology Co., Ltd.	June 28, 2017	PRC	100 %
Shanghai Haibi Technology Co., Ltd.	October 25, 2018	PRC	100 %
Deyou (Tianjin) Real Estate Brokerage Service Co., Ltd.	October 16, 2017	PRC	100 %
Shanghai Huibeiju Technology Co., Ltd.	October 27, 2022	PRC	100 %
Shanghai Chenhaibei Internet Technology Co., Ltd.	January 16, 2020	PRC	100 %
Beijing Beiwoo Decoration Co., Ltd.	January 5, 2022	PRC	100 %
Beike Meijia Supply Chain Management (Zhejiang) Co., Ltd.	December 29, 2022	PRC	100 %
Shengdu Home Renovation Co., Ltd.	April 20, 2022	PRC	100 %
Beijing Meichen Information Consulting Co., Ltd.	September 6, 2016	PRC	100 %
Shanghai Shengyi Investment Management Co., Ltd.	December 25, 2018	PRC	100 %
Beijing Lianjia Rongsheng Management Consulting Co., Ltd.	August 9, 2016	PRC	100 %
Beijing Xinfu Home Rental Co., Ltd.	September 5, 2013	PRC	100 %
Tianjin Haibei Technology Services Co., Ltd.	July 14, 2017	PRC	100 %
<b>Consolidated VIEs</b>			
Beijing Lianjia Real Estate Brokerage Co., Ltd. (“Beijing Lianjia”) <sup>(i)</sup>	September 30, 2001	PRC	100 %
Beijing Yiju Taihe Technology Co., Ltd. (“Yiju Taihe”)	July 23, 2010	PRC	100 %
Tianjin Xiaowu Information & Technology Co., Ltd. (“Tianjin Xiaowu”)	November 14, 2017	PRC	100 %
<b>Subsidiaries of VIEs</b>			
Beijing Zhongrongxin Financing Guarantee Co., Ltd.	November 10, 2006	PRC	100 %
Beijing Ehomepay Technologies Co., Ltd.	August 8, 2013	PRC	100 %

- (i) The Company has 30% direct shareholding in Beijing Lianjia through one of its wholly owned PRC subsidiaries. The Company depends on a series of contractual arrangements to provide its subsidiary with a “controlling financial interest” in the VIEs, as defined in FASB ASC 810.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

**(b) History and reorganization of the Group**

The Group commenced operations in the PRC in 2001 through Beijing Lianjia, which was established in September 2001 by Mr. Zuo Hui (the “Founder” and permanent chairman emeritus of the Company). Beijing Lianjia and its subsidiaries developed various businesses over time and expanded nationwide in China. During January 2017, the Group restructured Yiju Taihe, which was originally a subsidiary of Beijing Lianjia and operated financial service businesses, to mirror the holding structure substantially identical to that of Beijing Lianjia. In November 2017, the Group incorporated Tianjin Xiaowu, to conduct operations related to value-added telecommunication services. The Founder is the ultimate controlling party of the Group as he has held majority voting power over the Group throughout the Group’s history.

Along with the launch of the Group’s Beike platform, the Company was incorporated in the Cayman Islands in July 2018 as the Group’s holding company to facilitate offshore financing. During July to December 2018, the Company established a series of intermediary holding entities which directly or indirectly hold the equity interests in Beike (Tianjin) Investment Co., Ltd., Jinbei (Tianjin) Technology Co., Ltd. and Beike Jinke (Tianjin) Technology Co., Ltd., all of which are the Company’s wholly – owned PRC subsidiaries (collectively, “WFOEs”). Through a series of transactions, most of the original subsidiaries of Beijing Lianjia have become the subsidiaries of the applicable WFOEs and the Group’s other PRC subsidiaries. For example, most of Beijing Lianjia’s operating entities are transferred to Beijing Lianjia Zhidi Real Estate Brokerage Co., Ltd. and Lianjia (Tianjin) Enterprise Management Co., Ltd., both of which are wholly – owned subsidiaries of Beike (Tianjin) Investment Co., Ltd.

Then, through a series of reorganization transactions (the “Reorganization”), the Company became the primary beneficiary of Beijing Lianjia, Yiju Taihe and Tianjin Xiaowu through contractual arrangements. In connection with the Reorganization, most of the shareholders of Beijing Lianjia and Yiju Taihe or such shareholders’ affiliates subscribed for ordinary shares, Series B and C convertible redeemable preferred shares of the Company as applicable, substantially in proportion to their previous respective equity interests in Beijing Lianjia and Yiju Taihe prior to the Reorganization. To effect the Reorganization, the Group returned onshore capital of RMB3,000 million and RMB6,931 million to preferred shareholder in 2018 and 2019, respectively. Such capital was reinjected to the Group offshore in 2019.

The Reorganization was completed on December 28, 2018.

During the second quarter of 2020, certain subsidiaries of Yiju Taihe operating businesses that do not restrict foreign ownership became the subsidiaries of the WFOEs.

On July 22, 2020, the Company effected a 5-for-1 share subdivision, following which each of the Company’s issued ordinary shares and preferred shares was subdivided into five ordinary shares and preferred shares, respectively. Upon the subdivision, the number of shares reserved for issuance under the Company’s existing share incentive plans and the number of shares to be issued under the options and other awards granted by the Company pursuant to the existing share incentive plans were adjusted to reflect the subdivision. All applicable share data, per share amounts and related information in the consolidated financial statements and notes thereto have been adjusted retroactively to give effect to the 5-for-1 share subdivision.

The Company has completed its initial public offering and been listed on the New York Stock Exchange since August 2020.

The Company has completed its listing on the Main Board of The Stock Exchange of Hong Kong Limited (the “HKEX”) by way of introduction in May 2022.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

**(c) VIE Companies**

Due to the restrictions imposed by PRC laws and regulations on foreign ownership of companies engaged in value-added telecommunication services, finance businesses and certain other businesses, the Group operates its platforms and other restricted businesses in the PRC through certain PRC domestic companies, whose equity interests are held by certain management members of the Group and several other individuals and entities affiliated with the Group (“Nominee Shareholders”). The Group depends on a series of contractual arrangements with these PRC domestic companies and their respective Nominee Shareholders to provide its subsidiary with a “controlling financial interest” in the VIEs, as defined in FASB ASC 810, making it the primary beneficiary of the VIEs. These contractual agreements include powers of attorney, exclusive business cooperation agreements, exclusive option agreements, equity pledge agreements and spousal consent letters. These contractual agreements can be extended at the Group’s relevant PRC subsidiaries’ options prior to the expiration dates. Management concludes that these PRC domestic companies are VIEs of the Group, of which the Group is the ultimate primary beneficiary. As such, the Group consolidated the financial results of these PRC domestic companies and their subsidiaries in the Group’s consolidated financial statements.

The following is a summary of the contractual agreements (collectively, “Contractual Agreements”) that the Group, through its subsidiaries, entered into with the VIEs and their Nominee Shareholders:

**i) Contractual Agreements with VIEs**

*Power of Attorney*

Pursuant to the power of attorney agreements among the WFOEs, the VIEs and their respective Nominee Shareholders, each Nominee Shareholder of the VIEs irrevocably undertakes to appoint the WFOE, or a PRC citizen designated by the WFOE as the attorney-in-fact to exercise all of the rights as a shareholder of the VIEs, including, but not limited to, the right to convene and attend shareholders’ meeting, vote on any resolution that requires a shareholder vote, such as appoint or remove directors and other senior management, and other voting rights pursuant to the articles of association (subject to the amendments) of the VIEs. Each power of attorney agreement is irrevocable and remains in effect as long as the Nominee Shareholder continues to be a shareholder of the VIEs.

*Exclusive Business Cooperation Agreements*

Pursuant to the exclusive business cooperation agreements among the WFOEs and the VIEs, respectively, the WFOEs have the exclusive right to provide the VIEs with services related to, among other things, comprehensive technical support, professional training, consulting services and marketing and promotional services. Without prior written consent of the WFOEs, the VIEs agree not to directly or indirectly accept the same or any similar services provided by any others regarding the matters ascribed by the exclusive business cooperation agreements. The VIEs agree to pay the WFOEs services fees, which will be determined by the WFOEs. The WFOEs have the exclusive ownership of intellectual property rights created as a result of the performance of the agreements. The agreements will remain effective except that the WFOEs are entitled to terminate the agreements in writing.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

*Exclusive Option Agreements*

Pursuant to the exclusive option agreements among the WFOEs, the VIEs and their respective Nominee Shareholders, the Nominee Shareholders of the VIEs irrevocably grant the respective WFOEs 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 their equity interests in the VIEs (except for 3.03% of Beijing Lianjia's equity interests pledged to a third party as of December 31, 2018, while the pledge was removed in December 2019 and all equity interests were subject to the exclusive option agreements). The purchase price with respect to the equity interests in Tianjin Xiaowu shall be the amount of paid-in capital or the lowest price permitted by applicable PRC law, and the purchase price with respect to the equity interests in other VIEs shall be the higher of RMB1 or the lowest price permitted by applicable PRC law. The shareholders of the VIEs further undertake to pay to the WFOEs any dividends and other distributions they receive in relation to the equity interests they held in the VIEs, to the extent permitted by PRC law. The shareholders of the VIEs undertake that, without prior written consent of the WFOEs, they will not create any pledge or encumbrance on their equity interests in the VIEs, approve any transfer or in any manner disposal of their equity interests, or any disposition of any assets of the VIEs (other than limited exceptions). The shareholders of each of the VIEs agree, among other things, without prior written consent of the WFOEs, not to cause the relevant VIEs to merge with any other entities, increase or decrease its registered capital, declare or distribute dividends, amend its articles of association, enter into any material contract (other than those occurring in the ordinary course of business), appoint or remove its directors, supervisors or other management, be liquidated or dissolved (unless mandated by PRC laws), lend or borrow money (except for payables incurred in the ordinary course of business other than through loans) or undertake any actions that may adversely affect the VIEs' operating status and asset value. These agreements will remain effective until all of the equity interests of the relevant VIEs have been transferred to the WFOEs and/or its designated person. Jinbei (Tianjin) Technology Co., Ltd. has the unilateral right to terminate the agreement with Tianjin Xiaowu.

*Equity Pledge Agreements*

Pursuant to the equity pledge agreements among the WFOEs, the VIEs and their respective Nominee Shareholders, the Nominee Shareholders of the VIEs pledged all of their respective equity interests in the VIEs to the WFOEs as security for performance of the obligations of the VIEs and their Nominee Shareholders under the exclusive business cooperation agreements, the power of attorney agreements, the exclusive option agreements and the equity pledge agreements, except for 3.03% of Beijing Lianjia's equity interests pledged to a third party as of December 31, 2018. The pledge was removed in December 2019 and all equity interests became subject to the equity pledge agreements. The Nominee Shareholders of the VIEs also undertake that, during the term of the equity pledge agreements, unless otherwise approved by the WFOEs in writing, they will not transfer the pledged equity interests or create or allow any new pledge or other encumbrance on the pledged equity interests. As of the date of this report, the Group has registered all such equity pledges with the local branch of the State Administration for Market Regulation in accordance with PRC laws to perfect the respective equity pledges. After the completion of the equity pledge registrations, in the event of a breach by the VIEs or its shareholders of contractual obligations under these agreements, the WFOEs will have the right to dispose of the pledged equity interests in the VIEs.

*Spousal Consent Letters*

Pursuant to the spousal consent letters, each of the spouses of the applicable individual Nominee Shareholders of the VIEs unconditionally and irrevocably agrees that the equity interest in the VIEs held by and registered in the name of his or her respective spouse will be disposed of pursuant to the relevant exclusive business cooperation agreements, equity pledge agreements, the exclusive option agreements and the power of attorney agreements, without his or her consent. In addition, each of them agrees not to assert any rights over the equity interest in the VIEs held by her respective spouses. In addition, in the event that any of them obtains any equity interest in the VIEs held by their respective spouses for any reason, such spouses agree to be bound by similar obligations and agreed to enter into similar contractual arrangements.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

*ii) Risks in relation to VIE structure*

Part of the Group's business is conducted through the VIEs of the Group, of which the Company is the ultimate primary beneficiary. The Company has concluded that (i) the ownership structure of the VIEs is not in violation of any existing PRC law or regulation in any material respect; and (ii) each of the VIE Contractual Agreements is valid, legally binding and enforceable to each party of such agreements and will not result in any violation of PRC laws or regulations currently in effect. However, uncertainties in the PRC legal system could cause the relevant regulatory authorities to find the current VIE Contractual Agreements and businesses to be in violation of any existing or future PRC laws or regulations.

On March 15, 2019, the National People's Congress adopted the Foreign Investment Law of the PRC, which became effective on January 1, 2020, together with their implementation rules and ancillary regulations. The Foreign Investment Law does not explicitly classify contractual arrangements as a form of foreign investment, but it contains a catch-all provision under the definition of "foreign investment", which includes investments made by foreign investors through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. It is unclear that whether the Group's corporate structure will be seen as violating the foreign investment rules as the Group are currently leveraging the contractual arrangements to operate certain businesses in which foreign investors are prohibited from or restricted to investing. If variable interest entities fall within the definition of foreign investment entities, the Group's ability to use the contractual arrangements with the VIE and the Group's ability to conduct business through the VIEs could be severely limited.

In addition, if the Group's corporate structure and the contractual arrangements with the VIEs through which the Group conducts its business in the PRC were found to be in violation of any existing or future PRC laws and regulations, the Group's relevant PRC regulatory authorities could:

- revoke or refuse to grant or renew the Group's business and operating licenses;
- restrict or prohibit related party transactions between the wholly owned subsidiary of the Group and the VIEs;
- impose fines, confiscate income or other requirements which the Group may find difficult or impossible to comply with;
- require the Group to alter, discontinue or restrict its operations;
- restrict or prohibit the Group's ability to finance its operations; and
- take other regulatory or enforcement actions against the Group that could be harmful to the Group's business.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

The imposition of any of these penalties may result in a material and adverse effect on the Group's ability to conduct the Group's businesses. In addition, if the imposition of any of these penalties causes the Group to lose the rights to direct the activities of the VIEs or the right to receive its economic benefits, the Group would no longer be able to consolidate the VIEs. The management believes that the likelihood for the Group to lose such ability is remote based on current facts and circumstances. However, the interpretation and implementation of the laws and regulations in the PRC and their application to an effect on the legality, binding effect and enforceability of contracts are subject to the discretion of competent PRC authorities, and therefore there is no assurance that relevant PRC authorities will take the same position as the Group herein in respect of the legality, binding effect and enforceability of each of the contractual arrangements. Meanwhile, since the PRC legal system continues to rapidly evolve, the interpretations of many laws, regulations and rules are not always uniform and enforcement of these laws, regulations and rules involve uncertainties, which may limit legal protections available to the Group to enforce the contractual arrangements should the VIEs or the Nominee Shareholders of the VIEs fail to perform their obligations under those arrangements.

**Summary of Financial Information of the VIEs**

In accordance with VIE Contractual Agreements, the Company (1) could exercise all shareholder's rights of the VIEs and has power to direct the activities that most significantly affects the economic performance of the VIEs, and (2) receive the economic benefits of the VIEs that could be significant to the VIEs. Accordingly, the Company is considered as ultimate primary beneficiary of the VIEs and has consolidated the VIEs' financial results of operations, assets and liabilities in the Company's consolidated financial statements. Therefore, the Company considers that there are no assets in the VIEs that can be used only to settle obligations of the VIEs, except for the registered capital of the VIEs amounting to approximately RMB2.5 billion and RMB2.5 billion as of December 31, 2022 and 2023, as well as certain non-distributable statutory reserves amounting to approximately RMB109.3 million and RMB142.7 million as of December 31, 2022 and 2023. As the VIEs are incorporated as limited liability companies under the PRC Company Law, creditors do not have recourse to the general credit of the Company for the liabilities of the VIEs. There is currently no contractual arrangement that would require the Company to provide additional financial support to the VIEs. As the Group is conducting certain businesses in the PRC through the VIEs, the Group may provide additional financial support on a discretionary basis in the future, which could expose the Group to a loss.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)**

**Summary of Financial Information of the VIEs (Continued)**

The following table sets forth the assets, liabilities, results of operations and changes in cash, cash equivalents and restricted cash of the consolidated VIEs (inclusive of the VIEs' subsidiaries, and the consolidated trusts as discussed in Note 2.12) taken as a whole, which were included in the Group's consolidated financial statements with intercompany transactions eliminated. The following disclosures present the financial positions of the businesses that currently constitute the VIE entities as of December 31, 2022 and 2023 and the operation results for the years ended December 31, 2021, 2022 and 2023.

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Cash and cash equivalents	1,873,989	2,232,732
Restricted cash	3,806,783	3,933,122
Short-term investments	447,583	—
Short-term financing receivables, net	645,884	1,310,625
Accounts receivable, net	23,374	27,610
Amounts due from and prepayments to related parties	335,067	332,192
Loan receivables from related parties	20,000	—
Prepayments, receivables and other assets	391,727	369,922
Amounts due from non-VIE subsidiaries of the Group	3,041,482	2,671,350
<b>Total current assets</b>	<b>10,585,889</b>	<b>10,877,553</b>
Property and equipment, net	82,753	72,754
Right-of-use assets	73	199
Intangible assets, net	33,786	26,395
Goodwill	7,522	7,522
Other non-current assets	66,128	58,420
<b>Total non-current assets</b>	<b>190,262</b>	<b>165,290</b>
<b>Total assets</b>	<b>10,776,151</b>	<b>11,042,843</b>
Accounts payable	62,910	68,000
Amounts due to related parties	822	905
Employee compensation and welfare payable	386,874	371,917
Customer deposits payable	2,915,103	2,540,511
Income taxes payable	50,383	35,274
Lease liabilities current portion	369	383
Contract liabilities	5,572	4,291
Accrued expenses and other current liabilities	199,443	153,102
Amounts due to non-VIE subsidiaries of the Group	3,432,642	4,802,196
<b>Total current liabilities</b>	<b>7,054,118</b>	<b>7,976,579</b>
Deferred tax liabilities	4,483	3,788
Lease liabilities non-current portion	23	—
<b>Total non-current liabilities</b>	<b>4,506</b>	<b>3,788</b>
<b>Total liabilities</b>	<b>7,058,624</b>	<b>7,980,367</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION (CONTINUED)****Summary of Financial Information of the VIEs (Continued)**

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
		(in thousands)	
Total net revenues from third party	946,883	470,564	595,498
Total net revenues from non-VIE subsidiaries of the Group	184,717	183,146	263,430
Total net revenues	1,131,600	653,710	858,928
Net income (loss)	(52,557)	97,023	194,948

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
		(in thousands)	
Net cash provided by (used in) operating activities	(1,604,900)	(1,537,384)	1,598,138
Net cash provided by (used in) investing activities	3,784,129	185,267	(193,772)
Net cash used in financing activities	(1,440,230)	(849,738)	(919,284)
Net increase (decrease) in cash, cash equivalents and restricted cash	738,999	(2,201,855)	485,082

**2. SIGNIFICANT ACCOUNTING POLICIES****2.1 (a) Impact of newly adopted accounting pronouncement**

In October 2021, the FASB issued ASU 2021-08, “Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers,” which requires entities to apply Topic 606 to recognize and measure contract assets and contract liabilities in a business combination as if it had originated the contracts. The standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2022. We adopted the ASU on January 1, 2023 and will apply the guidance prospectively for future acquisitions.

**2.1 (b) Recently issued accounting pronouncements not yet adopted**

In November 2023, the FASB issued ASU No. 2023-07, “Segment Reporting-Improvements to Reportable Segment Disclosures”, which adds a requirement for public entities to disclose its significant segment expense categories and amounts for each reportable segment for all periods presented. This information is required to be disclosed at both interim and annual periods. In addition, this ASU requires a public entity to disclose the title and position of the Chief Operating Decision Maker (“CODM”) in the consolidated financial statements. Public entities are also required to disclose how the CODM uses each reported measure of segment profit or loss to assess performance and allocate resources to the segments. The ASU is effective for public entities for fiscal years beginning after December 15, 2023, and interim periods in fiscal years beginning after December 15, 2024. The Group is assessing the impact of adopting this standard on its financial statements.

In December 2023, the FASB issued ASU No. 2023-09, “Income Taxes: Improvements to Income Tax Disclosures”, which enhances the disaggregation of income tax disclosures. The ASU requires public entities on an annual basis to disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold equal to or greater than 5%. Public entities are required to provide an explanation of certain rate reconciling items if not otherwise evident, such as the nature, causes and judgement used to categorize the item. The ASU also requires disclosure of income taxes paid (net of refund received) detailed by federal, state/local and foreign, and amounts paid to individual jurisdictions that are equal or greater than 5% of total income taxes paid. The ASU is effective for public entities for fiscal years beginning after December 15, 2024 and for interim periods for fiscal years beginning after December 15, 2025. The Group is assessing the impact of adopting this standard on its financial statements.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.2 Basis of preparation**

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). Significant accounting policies followed by the Group in the preparation of its accompanying consolidated financial statements are summarized below.

*Change in method of accounting for capitalization of costs to obtain a contract as incurred*

On January 1, 2022, the Group elected to change its method of accounting for contract cost capitalization. In prior years, the Group used the practical expedient under ASC 606 to expense the costs to obtain a contract as incurred when the expected amortization period is one year or less. Starting in this year, the group recognizes as an asset the incremental costs of obtaining a contract with customer if the Group expects to recover those costs. An asset related to an obligation satisfied over time is amortized using a method consistent with the method used to measure progress and recognize revenue over the contract term. An asset related to an obligation satisfied at point in time is expensed upon the transfer of control of the goods or services to which the asset relates. The new method of accounting is considered preferable as the amortization of the contract cost is consistent with the pattern of the newly acquired home renovation services’ revenue recognition.

The 2021 financial statements have not been adjusted as the accumulated effect of the change to the accounting principal on this periods presented is immaterial. The following financial statement line items for fiscal years 2022 were affected by the change in accounting principle.

The consolidated balance sheet as of December 31, 2022 was as followed:

	As of December 31, 2022		
	As computed under the practical expedient RMB	As reported under the new accounting method RMB (in thousands)	Effect of change RMB
<b>Assets:</b>			
Prepayments, receivables, other current and non-current assets	4,059,390	4,057,843	(1,547)
<b>Total assets</b>	<b>109,348,894</b>	<b>109,347,347</b>	<b>(1,547)</b>
<b>Liabilities and shareholders’ equity</b>			
Accumulated deficit	(11,404,303)	(11,405,850)	(1,547)
<b>Total liabilities and shareholders’ equity</b>	<b>109,348,894</b>	<b>109,347,347</b>	<b>(1,547)</b>

The consolidated statement of comprehensive income (loss) for the year ended December 31, 2022 was as followed:

	For the Year Ended December 31, 2022		
	As computed under the practical expedient RMB	As reported under the new accounting method RMB (in thousands)	Effect of change RMB
<b>Sales and marketing expenses</b>	(4,571,835)	(4,573,382)	(1,547)
<b>Total operating expenses</b>	(14,612,106)	(14,613,653)	(1,547)
<b>Net income (loss) attributable to KE Holdings Inc.’s ordinary shareholders</b>	(1,384,527)	(1,386,074)	(1,547)
<b>Net income (loss) per share attributable to ordinary shareholders</b>			
- Basic	(0.39)	(0.39)	—
- Diluted	(0.39)	(0.39)	—

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.3 Basis of consolidation**

The consolidated financial statements include the financial statements of the Company, its subsidiaries, the consolidated VIEs (inclusive of the VIEs' subsidiaries) for which the Company is the ultimate primary beneficiary.

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting power, has the power to appoint or remove the majority of the members of the Board of directors, to cast a majority of votes at the meeting of the Board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

A consolidated VIE is an entity in which the Company, or its subsidiary, through contractual arrangements, has the power to direct the activities that most significantly impact the entity's economic performance, bears the risks of and enjoys the rewards normally associated with ownership of the entity, and therefore the Company or its subsidiaries is the primary beneficiary of the entity.

All transactions and balances between the Company, its subsidiaries, consolidated VIEs (inclusive of VIEs' subsidiaries) have been eliminated upon consolidation. The results of subsidiaries and VIEs acquired or disposed of during the year are recorded in the consolidated statements of comprehensive income (loss) from the effective dates of acquisition or up to the effective dates of disposal, as appropriate.

**2.4 Use of estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the balance sheet date, and the reported revenues and expenses during the reporting periods in the consolidated financial statements and accompanying notes. Significant accounting estimates reflected in the Group's consolidated financial statements include, but are not limited to (i) revenue recognition, (ii) provision for credit losses of accounts receivable, financing receivables and other receivables, (iii) assessment for impairment of long-lived assets, intangible assets and goodwill, (iv) valuation and recognition of share-based compensation expenses, (v) useful lives of property, plant and equipment and intangible assets, (vi) fair value of short-term and long-term investments, and derivative instruments, (vii) incremental borrowing rate used to account for leases, (viii) valuation of intangible asset arising from business combination transaction, (ix) provision for income tax and valuation allowance for deferred tax assets, (x) liabilities related to employee welfare benefits, and (xi) lower of cost and net realizable value of inventories. Actual results could differ from those estimates, and as such, differences may be material to the consolidated financial statements.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.5 Foreign currencies and foreign currency translation**

The Group's reporting currency is Renminbi ("RMB"). The functional currency of the Company and its subsidiaries incorporated in the Cayman Islands, BVI and Hong Kong is United States dollars ("US\$") and the functional currency of the PRC entities in the Group is RMB. The Company's subsidiaries with operations in other jurisdictions generally use their respective local currencies as their functional currencies.

Transactions denominated in other than the functional currencies are re-measured into the functional currency of the entity at the exchange rates prevailing on the transaction dates. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency using the applicable exchange rates at the balance sheet dates. Net gains and losses resulting from foreign exchange transactions are included in foreign currency exchange gain (loss) in the consolidated statements of comprehensive income (loss).

The financial statements of the Group are translated from the functional currencies into RMB. Assets and liabilities denominated in foreign currencies are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in current period are translated into RMB at the appropriate historical rates. Revenues, expenses, gain and loss are translated into RMB using the periodic average exchange rates. Translation differences are recorded currency translation adjustments as a component of other comprehensive income (loss) in the consolidated statements of comprehensive income (loss).

**2.6 Convenience translation**

Translations of the consolidated balance sheets, the consolidated statements of comprehensive income (loss) and the consolidated statements of cash flows from RMB into US\$ as of and for the year ended December 31, 2023 are solely for the convenience of the readers and were calculated at the rate of US\$1.00=RMB7.0999, representing the index rates stipulated by the Federal Reserve Board using the noon buying rate set forth in the H.10 statistical release of the U.S. Federal Reserve Board on December 29, 2023. 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 31, 2023, or at any other rate.

**2.7 Fair value measurements**

Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurement for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—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 measure 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.

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.8 Cash and cash equivalents**

Cash and cash equivalents consist of cash on hand, demand deposits and highly liquid investments placed with banks or other financial institutions, which are unrestricted as to withdrawal or use, and which have original maturities less than three months and are readily convertible to known amount of cash.

**2.9 Restricted cash**

Cash that is legally or contractually restricted as to withdrawal or for use or pledged as security is reported separately on the face of the consolidated balance sheets. In accordance with Accounting Standards Codification (“ASC”) 230, the amounts generally described as restricted cash and restricted cash equivalents are included in the total cash, cash equivalents and restricted cash balances in the consolidated statements of cash flows.

The Group’s restricted cash is mainly comprised of 1) cash received from the property buyers but not yet paid to the sellers through the Group’s online payment platform, which is placed with banks in escrow accounts; 2) security deposits for the Group’s agency, guarantee and financing services; 3) borrowings from commercial banks for limited purpose; and 4) other miscellaneous restricted cash.

**2.10 Short-term investments**

The Group holds debt classified securities, and accounts for such investments in accordance with ASC Topic 320, Investments—Debt Securities (“ASC 320”). The Group classifies the short-term investments in debt as held-to-maturity, trading or available-for-sale, whose classification determines the respective accounting methods stipulated by ASC 320. Dividend and interest income, including amortization of the premium and discount arising at acquisition, for all categories of investments in securities are included in earnings. Any realized gains or losses on the sale of the short-term investments are determined on a specific identification method, and such gains and losses are reflected in earnings during the period in which gains or losses are realized.

Held-to-maturity debt investments include debt instruments issued by private companies for which the Group has the positive intent and ability to hold those securities to maturity, and time deposits represent time deposits placed with banks with maturities more than three months. The Group account for the held-to-maturity debt investments at amortized cost less allowance for credit losses.

The allowance for credit losses of the held-to-maturity debt investments reflects the Group’s estimated expected losses over the contractual lives of the held-to-maturity debt investments and is charged to “Other income, net” in the consolidated statements of comprehensive income (loss). Estimated allowances for credit losses are determined by considering reasonable and supportable forecasts of future economic conditions in addition to information about past events and current conditions. As of December 31, 2022 and 2023, the allowance for credit losses provided for the held-to-maturity debt investments held by the Group was insignificant.

Debt securities that are bought and held principally for the purpose of selling them in the near term are classified as trading securities, in accordance with ASC 320. Unrealized holding gains and losses for trading securities are included in earnings.

Debt investments not classified as trading or as held-to-maturity are classified as available-for-sale debt investments, which are reported at fair value, with unrealized gains and losses recorded in “Accumulated other comprehensive income (loss)” on the consolidated balance sheets.

Investments with expected maturity of over a year are classified as long-term investments. Investments with maturity date within one year will be reclassified to short-term investments.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.11 Accounts receivable**

Accounts receivable represents those receivables derived in the ordinary course of business, net of allowance for credit losses, including receivable from real estate property sellers, buyers and agents from the platform. Starting from January 1, 2020, the Group adopted ASC 326 and assesses the accounts receivable and establishes a reserve to reflect the net amount expected to be collected. The allowance is management's estimate of expected credit losses after considering historical collection activity, the nature of the receivable, the current business environment and forecasts that may affect the customers' ability to pay. Management estimated the allowance by segmenting accounts receivable based on certain credit risk characteristics and determining an expected loss rate for each segmentation based on historical loss experience adjusted for judgments about the effects of relevant observable data including current and future economic conditions.

*Practical Expedients*

The Group has used the following practical expedients as allowed under ASC 326: The Group use, as a practical expedient, the fair value of the collateral at the reporting date when recording the net carrying amount of the asset and determining the allowance for credit losses for a financial asset for which the repayment is expected to be provided substantially through the operation or sale of the collateral when the borrower is experiencing financial difficulty based on the entity's assessment as of the reporting date (collateral-dependent financial asset).

The allowance for credit losses and corresponding receivables were written off when they are determined to be uncollectible.

**2.12 Financing receivables**

The Group generates financing receivables by providing personal credit loans to property buyers, tenants and other individual borrowers. The Group has the intent and the ability to hold such financing receivables for the foreseeable future or until maturity or payoff.

*Financing receivables from consolidated Trusts*

The Group has entered into arrangements with consolidated trusts ("Trusts"), pursuant to which the Group invested in the financing receivables using funds from the consolidated Trusts. The Trusts are administered by third party trust companies, which act as the trustees, with funds contributed by the Group and/or other third party investors for the purposes of providing returns to the beneficiary of the Trusts. The Group has power to direct the activities of the Trusts and has the obligation to absorb losses or the right to receive benefits from the Trusts that could potentially be significant to the Trusts. As a result, the Trusts are considered consolidated VIEs of the Group under ASC 810—"Consolidation".

Therefore the loans funded by the consolidated Trusts are recorded as the Group's financing receivables. The proceeds received from the third party investors are recognized as funding debts. Cash received via consolidated Trusts that has not yet been distributed is recorded as restricted cash.

*Financing receivables from micro-loan platforms*

The Group also offers micro loans to borrowers via micro loan platforms. The loans offered mainly include: 1) installment loans for home renovation and furnishing to property owners; 2) loans provided to external small property agents; 3) loans provided to other individuals. As the Group undertakes substantially all the risks and rewards, the micro loans are recognized as financing receivables on the consolidated balance sheets.

*Measurement of financing receivables*

Financing receivables are measured at amortized cost and reported on the consolidated balance sheets at outstanding principal adjusted for any write offs and the allowance for credit losses.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.12 Financing receivables (Continued)**

*Allowance for credit losses*

Starting from January 1, 2020, the Group adopted ASU No. 2016-13 and estimated the allowance for credit losses to reflect the Group's estimated expected losses. The Group assesses the allowance for credit losses, mainly based on the past collection experience as well as consideration of current and future economic conditions and changes in the Group's customer collection trends. The provision for credit losses represents an estimate of the losses expected to be incurred from the Group's financing receivable portfolio. The Group uses projected risk parameters (e.g. probability of default and loss given default (severity)) to estimate the allowance of different segmentations, driven primarily by business type, on a collective basis. This projected risk parameters are primarily based upon historical loss experience adjusted for judgments about the effects of relevant observable data including current and future economic conditions as well as external historical loan performance trends, recovery rates, credit quality indicators. The allowance for credit losses and corresponding receivables were written off when they are determined to be uncollectible.

The Group considers available information in quarterly assessments of the adequacy of the allowance. The Group believes the estimates, including any qualitative adjustments, are reasonable and have considered reasonably available information about past events, current conditions, and reasonable and supportable forecasts of future events and economic conditions.

*Accrued interest receivable*

Accrued interest income on financing receivables is calculated based on the effective interest rate of the loan and recorded as interest income as earned. The outstanding principal balance of loans which has not been collected prior to the contractual maturity date is considered to be past due. When a financing receivable reaches 1 day past due, it is placed on non-accrual status, and the Group stops accruing interest of the financing receivables as of such date. The accrued but unpaid interest as of such date is not reversed. The Group assesses the collectability of accrued interest together with the unpaid principal amount and provides reserves if warranted interest income for non-accrual financing receivables is recognized on a cash basis. Cash receipt of non-accrual financing receivables would be first applied to any unpaid principal, late payment fees, if any, before recognizing interest income. The Group does not resume accrual of interest after a loan has been placed on non-accrual basis. For the years ended December 31, 2021, 2022 and 2023, the amount of interest income recognized on non-accrual financial assets was insignificant.

**2.13 Derivative instruments**

Derivative instruments are measured at fair value and recognized as either assets or liabilities on the consolidated balance sheets in either current or non-current other assets or accrued expenses and other current liabilities or other long-term liabilities depending upon maturity and commitment. Changes in the fair value of derivatives are either recognized periodically in the consolidated income (loss) statements or in other comprehensive income (loss) depending on the use of the derivatives and whether they qualify for hedge accounting. The Group selectively uses financial instruments to manage market risk associated with exposure to fluctuations in interest rates and foreign currency rates. These financial exposures are monitored and managed by the Group as an integral part of its risk management program. The Group does not engage in derivative instruments for speculative or trading purposes. The Group's derivative instruments are not qualified for hedge accounting, thus changes in fair value are recognized in fair value changes in investments, net in the consolidated statements of comprehensive income (loss). The cash flows of derivative financial instruments are classified in the same category as the cash flows from the items subject to the economic hedging relationships. The estimated fair value of the derivatives is determined based on relevant market information. These estimates are calculated with reference to the market rates using industry standard valuation techniques.

**2.14 Inventories**

Inventories, which mainly consist of materials for home renovation business and furniture, electronic and home appliances products available for sale, are valued at the lower of moving weighted average cost or net realizable value. As of December 31, 2023, no adjustment is deemed necessary to reduce inventory to net realizable value due to the rapid turnover and high utilization of inventory. Inventory is included in the prepayments, receivables and other assets line item in the Group's consolidated balance sheets.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.15 Property, plant and equipment, net**

Property, plant and equipment are stated at cost less accumulated depreciation and impairment, if any. Depreciation is computed based upon the usage of the asset, which is approximated using a straight-line method over the estimated useful lives of the assets, which range as follows:

· Office building	20 - 40 years
· Vehicles	4 years
· Computer equipment	3 - 5 years
· Furniture and office equipment	3 - 5 years
· Leasehold improvement	lesser of the term of the lease or the estimated useful lives of the assets

Expenditures for maintenance and repairs are expensed as incurred. The gain or loss on the disposal of property, plant and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized in the consolidated statements of comprehensive income (loss).

**2.16 Intangible assets, net**

Intangible assets mainly include those acquired through business combinations and purchased intangible assets. Intangible assets acquired through business combinations are recognized as assets separate from goodwill if they satisfy either the “contractual-legal” or “separability” criterion. Intangible assets arising from business combinations are recognized and measured at fair value upon acquisition. Purchased intangible assets are initially recognized and measured at cost upon acquisition. Separately identifiable intangible assets that have determinable lives continue to be amortized over their estimated useful lives based upon the usage of the asset, which is approximated using a straight-line method as follows:

· Software	3 - 10 years
· Trademarks and domain names	3 - 10 years
· Customer relationships	3 - 5 years
· Non-competition agreements	3 - 5 years
· Advertising resources	5 years
· Licenses	6 - 10 years

The Group considers the factors listed in ASC 350-30-35-3 when determining the useful life of an intangible asset, such as the expected use of the asset by the entity, and any legal, regulatory, or contractual provisions that may limit the useful life. The useful life of software is mainly determined based on its expected use and contractual provisions. The useful life of trademarks and domain names is determined based on the expected use and legal provisions. The useful life of licenses, which are mainly licenses for franchise business, is determined on the expected cooperation period with franchisees.

Separately identifiable intangible assets and other long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for identifiable intangible assets is based on the amounts by which the carrying amounts of the assets exceed the fair values of the assets.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.17 Goodwill**

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired in a business combination.

Goodwill is not depreciated or amortized but is tested for impairment on an annual basis, and between annual tests if events or circumstances indicate that the goodwill may be impaired. The Group adopted ASU No. 2017-04, “Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment” in 2019. In accordance with the FASB, a company first has the option to assess qualitative factors to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. In the qualitative assessment, the Group considers primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. If the Group decides, as a result of its qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss equal to the difference between the fair value and the carrying value is recognized. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

**2.18 Long-term investments**

(i) Equity investments accounted for using the equity method

In accordance with ASC 323 — “Investment — Equity Method and Joint Ventures”, the Group applies the equity method of accounting to equity investments, in common stock or in substance common stock, over which it has significant influence but does not own a majority equity interests or otherwise control.

An investment in in-substance common stock is an investment that has risk and reward characteristics that are substantially similar to that entity’s common stock. The Group considers subordination, risks and rewards of ownership and obligation to transfer value when determining whether an investment in an entity is substantially similar to one in that entity’s common stock.

Under the equity method, the Group initially records its investment at cost. The difference between the cost of the equity investment and the amount of the underlying equity in the net assets of the equity investee is recognized as equity method goodwill or as an intangible asset as appropriate. 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 the consolidated statements of comprehensive income (loss) after the date of acquisition. When the Group’s share of losses in the equity investee equals or exceeds its interest in the equity investee, the Group does not recognize further losses, unless the Group has incurred obligations or made payments or guarantees on behalf of the equity investee, or the Group holds other investments in the equity investee.

The Group continually reviews its investment in equity investees under the equity method to determine whether a decline in fair value to below the carrying value is other than temporary. The primary factors the Group considers in its determination are the duration and severity of the decline in fair value, the financial condition, operating performance and the prospects of the equity investee, and other company specific information such as recent financing rounds.

The fair value determination, particularly for investments in early stage privately held companies, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and the determination of whether any identified impairment is other than temporary. If any impairment is considered other than temporary, the Group writes down the asset to its fair value and takes the corresponding charge to the consolidated statements of comprehensive income (loss).

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.18 Long-term investments (Continued)**

(ii) Investments accounted for at fair value

The Group adopted ASU No. 2016-01, “Recognition and Measurement of Financial Assets and Financial Liabilities” (“ASU No. 2016-01”) for all periods presented. Securities with readily determinable fair value are measured at fair value. Equity securities accounted for at fair value include investments in i) marketable equity securities, which are publicly traded stock and ii) unlisted companies, for which the Group measures at fair value on a recurring basis. Pursuant to ASC 321, for equity investments measured at fair value with changes in fair value recorded in earnings, the Group does not assess whether those securities are impaired.

For investments in convertible notes and loans receivable with maturities of over one year, the Group elected the fair value option. The fair value option permits the irrevocable election on an instrument by instrument basis at initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The investments accounted for under the fair value option are carried at fair value with realized or unrealized gains and losses recorded in the consolidated statements of comprehensive income (loss). For wealth management products with variable interest rates referenced to performance of underlying assets and with original maturities greater than one year, the Group elected the fair value method at the date of initial recognition and carries these investments at fair value in accordance with ASC 825 — “Financial Instruments”. Changes in the fair value of these investments are reflected on the consolidated statements of comprehensive income (loss) as fair value changes in investments, net. Fair value is estimated based on quoted prices of similar products provided by financial institutions at the end of each reporting period. The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements.

(iii) Equity investments measured at measurement alternative and NAV practical expedient

Private equity funds pursue various investment strategies. Investments in private equity funds generally are not redeemable due to the closed ended nature of these funds. These private equity funds, over which the Group does not have the ability to exercise significant influence, are accounted for under the existing practical expedient in ASC Topic 820, “Fair Value Measurements and Disclosures” (“ASC 820”) to estimate fair value using the net asset value per share (or its equivalent) of the investment (“NAV practical expedient”).

The Group measures investments in equity securities, other than equity method investments, at fair value through earnings. For those investments without readily determinable fair value and do not qualify for NAV practical expedient, the Group may elect to record these investments at cost, less impairment, and plus or minus subsequent adjustments for observable price changes, in accordance with ASU No. 2016-01. Under this measurement alternative, changes in the carrying value of the equity investment will be required to be made whenever there are observable price changes in orderly transactions for the identical or similar investment of the same issuer. For those equity investments that the Group elects to use the measurement alternative, the Group makes a qualitative assessment of whether the investment is impaired at each reporting date. If a qualitative assessment indicates that the investment is impaired, the Group has to estimate the investment’s fair value in accordance with the principles of ASC 820. If the fair value is less than the investment’s carrying value, the Group recognizes an impairment loss in net income (loss) equal to the difference between the carrying value and fair value.

(iv) Long-term time deposits

Long-term time deposits represent time deposits placed with banks with maturities more than one year. The Group account for the long-term time deposits at amortized cost less allowance for credit losses.

(v) Held-to-maturity debt investments

Long-term held-to-maturity debt investments include debt instruments issued by private companies with maturities of greater than one year and for which the Group has the positive intent and ability to hold those securities to maturity. The Group account for the held-to-maturity debt investments at amortized cost less allowance for credit losses.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.18 Long-term investments (Continued)**

The allowance for credit losses of the held-to-maturity debt investments reflects the Group's estimated expected losses over the contractual lives of the held-to-maturity debt investments and is charged to "Other income, net" in the consolidated statements of comprehensive income (loss). Estimated allowances for credit losses are determined by considering reasonable and supportable forecasts of future economic conditions in addition to information about past events and current conditions. As of December 31, 2022 and 2023, the allowance for credit losses provided for the held-to-maturity debt investments held by the Group was insignificant.

(vi) Available-for-sale debt investments

Available-for-sale debt investments are debt instruments or preferred shares issued by banks and other financial institutions that are redeemable at the issuer's option, which are measured at fair value. Available-for-sale debt investments that are redeemable at the issuer's option have no contractual maturity date. Interest income is recognized in earnings. All other changes in the carrying amount of these debt investments are recognized in other comprehensive income (loss).

The allowance for credit losses of on available-for-sale debt securities is accounted for in accordance with ASC 326, Financial Instruments - Credit Losses ("ASC 326"). The Group adopted ASC 326 on January 1, 2020, on a modified retrospective basis. Under ASC 326, at each reporting period, available-for-sale debt securities are evaluated at the individual security level to determine whether there is a decline in the fair value below its amortized cost basis (an impairment). In circumstances where the Group intend to sell, or are more likely than not required to sell, the security before it recovers its amortized cost basis, the difference between fair value and amortized cost is recognized as a loss in the consolidated statements of operations, with a corresponding write-down of the security's amortized cost. In circumstances where neither condition exists, we then evaluate whether a decline is due to credit-related factors. The factors considered in determining whether a credit loss exists can include the extent to which fair value is less than the amortized cost basis, changes in the credit quality of the underlying loan obligors, credit ratings actions, as well as other factors. To determine the portion of a decline in fair value that is credit-related, we compare the present value of the expected cash flows of the security discounted at the security's effective interest rate to the amortized cost basis of the security. A credit-related impairment is limited to the difference between fair value and amortized cost, and recognized as an allowance for credit loss on the consolidated balance sheet with a corresponding adjustment to net income (loss). Any remaining decline in fair value that is non-credit related is recognized in other comprehensive income (loss), net of tax. Improvements in expected cash flows due to improvements in credit are recognized through reversal of the credit loss and corresponding reduction in the allowance for credit loss.

**2.19 Leases**

(a) Definition of a lease

A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

For contracts entered into or modified on or after the date of initial application of ASC 842 or arising from business combinations, the Group assesses whether a contract is or contains a lease based on the definition under ASC 842 at inception, modification date or acquisition date, as appropriate. Such contract will not be reassessed unless the terms and conditions of the contract are subsequently changed.

(b) The Group as a lessee

The Group mainly leases sales stores (including brokerage sales stores, transaction closing service centers and home renovation and furnishing service stores), administrative offices, entrusted houses and land use rights from property owners. These are all classified as operating leases.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.19 Leases (Continued)**

Rental contracts for the sales stores and offices are typically made for fixed periods ranging generally from few months to ten years. Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Land use rights are amortized on a straight-line basis over the shorter of the estimated useful life, generally from 44 to 47 years, or the estimated usage periods or the terms of the agreements. For leases existing as of January 1, 2019, the Group elected the practical expedient which allows use of hindsight in determining the lease term. The Group's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Group will exercise that option. The determination of whether an arrangement is or contains a lease is made at inception by evaluating whether the arrangement conveys the right to use an identified asset and whether the Group obtains substantially all of the economic benefits from and has the ability to direct the use of the asset.

The Group elected not to separate non-lease components from lease components. Therefore, it will account for lease and non-lease components as a single lease component when there is only one vendor in the lease contract.

The majority of the Group's leases have fixed payments schedules, with certain leases including additional payments based on future contract performance. For leases with additional payments based on future contract performance, no amount is included in the calculation of the lease liability or corresponding asset because of the uncertainty for future contract performance and payments. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Under a lease, the lessees are required to recognize right-of-use assets and lease liabilities. Right-of-use assets represent the Group's right to use an underlying asset for the lease term and are recognized as the amount of the lease liabilities, adjusted for lease incentives received. Lease liabilities represent the Group's obligation to make lease payments arising from the lease and are recognized at the present value of the future lease payments at the lease commencement date. As the interest rate implicit in most of the Group's leases is not readily determinable, the Group uses the incremental borrowing rate ("IBR") to determine the present value of the future lease payments. The IBR is a hypothetical rate based on the Group's understanding of what its credit rating would be to borrow and resulting interest the Group would pay to borrow an amount equal to the lease payments in a similar economic environment over the lease term with a similar security.

Any lease with a term of 12 months or less is considered short-term. As permitted by ASC 842, short-term leases are excluded from the right-of-use asset and lease liabilities accounts on the consolidated balance sheets. Consistent with all other operating leases, short-term lease expense is recorded on a straight-line basis over the lease term.

(c) The Group as a lessor

The Group generates revenues from rental property management services as a lessor. The Group sources houses from homeowners, subleases the houses or separate rooms to tenants, and provides operational management services such as maintenance. Leases for which the Group is a lessor are classified as operating leases. The terms of the agreements with tenants are generally one year, and rental income from operating leases is recognised in emerging and other services revenue on a straight-line basis over the term of the relevant lease.

When the Group serves as an intermediate lessor, it accounts for the head lease and the sublease as two separate contracts. The sublease is classified by reference to the underlying asset arising from the head lease.

**2.20 Borrowings**

Borrowings are initially recognized at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the borrowings using the effective interest method.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.21 Treasury shares**

The Group accounts for treasury shares using the cost method. Under this method, the cost incurred to purchase the shares is recorded in “Treasury shares” on the consolidated balance sheets. At retirement of the treasury share, the ordinary shares account is charged only for the aggregate par value of the shares. The excess of the acquisition cost of treasury share over the aggregate par value is allocated between additional paid-in capital and retained earnings.

**2.22 Statutory reserves**

In accordance with the laws applicable to the Foreign Investment Enterprises (“FIEs”) established in the PRC, the Group’s subsidiaries registered as WFOEs have to make appropriations from their annual after tax profits as determined under generally accepted accounting principles in the PRC (“PRC GAAP”) to reserve funds including the 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 annual 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 consolidated VIEs (inclusive of VIEs’ subsidiaries) incorporated in PRC are required to make appropriations on annual basis from their after tax profits 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 respective company.

The use of the general reserve fund, enterprise expansion fund, statutory surplus fund and discretionary surplus fund is restricted to offsetting of losses or increasing of the registered capital of the respective company. The staff bonus and welfare fund is a liability in nature and is restricted to fund payments of special bonus to employees and for the collective welfare of all employees. None of these reserves is allowed to be transferred to the company in terms of cash dividends, loans or advances, nor can they be distributed except under liquidation.

For the years ended December 31, 2021, 2022 and 2023, profit appropriation to general reserve fund and statutory surplus fund for the Group’s entities incorporated in the PRC was approximately RMB91.1 million, RMB176.9 million and RMB150.3 million, respectively. No appropriation to other reserve funds was made for any of the periods presented.

**2.23 Revenue recognition**

The Group applied ASC 606 - “Revenue from Contracts with Customers” for all periods presented. According to ASC 606, revenues from contracts with customers are recognized when control of the promised goods or services is transferred to the Group’s customers in an amount that reflects the consideration the Group expects to be entitled to in exchange for those goods or services, after considering reductions by estimates for refund allowances, price concession, discount and Value Added Tax (“VAT”).

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.23 Revenue recognition (Continued)**

*Existing home transaction services*

The Group generates revenue from existing home transaction services primarily by earning commissions from housing customers for sales or leases transactions facilitated by the Group's own Lianjia brand where the Group acts as the principal agent, or splits of commissions with other brokerage firms acting as the principal agents in cooperation with the Group to complete transactions. In these transactions, the principal agent signs a housing agency service contract with housing customers and is responsible for fulfilling the obligations to provide the agency services under the contract. The Beike platform requires platform agreements to be signed by all brokerage firms registered with the platform. The platform agreements establish a cooperative relationship between the principal agent and all participating brokerage firms, which allows the principal agent to combine and control services provided by the participating agent. The platform agreements also set the principal agent's role and responsibility for overall agency services and a fee allocation structure for various standard cooperating roles of agency services. For each successful transaction completed through the platform, the platform will calculate commissions for each participating agent in accordance with the platform agreements and settle them through the platform's payment system.

When the Group signs the housing agency service contracts with housing customers and splits commissions with other brokerage firms who cooperate with the Group to complete the housing transactions in accordance with the platform agreement, the Group is considered to be the principal agent as it has the right to determine the service price and to define the service performance obligations, it has control over services provided and it is fully responsible for fulfilling the agency services pursuant to the housing agency service contracts it signed with the housing customers. Accordingly, the Group accounts for the commissions from these agency service contracts on a gross basis, with any commissions paid to other brokerage firms recorded as a cost of revenue.

Brokerage services and transaction closing services identified in the housing sales agency services contracts are considered to be separate performance obligations. Therefore the consideration is allocated to brokerage services and transaction closing services based on the relative stand-alone selling prices. The Group recognizes them as revenues when the services are provided.

When other brokerage firms on Beike platform sign the housing agency service contracts with housing customers and split commissions with the Group in accordance with platform agreement for cooperation services by the Group to complete the housing transactions, the Group is considered as a participating agent who provides services to the principal agents as the Group is not the primary obligor for the agency service contract and does not have the right to determine the service price. Accordingly, the Group accounts for the commissions from these agency service contracts on a net basis.

For agency commissions earned by the Group, either as the principal agent or participating agent, the Group recognizes commissions as revenues when the performance obligations are satisfied at the time the housing customers sign the housing sale and purchase agreements or the lease agreements, after deducting estimated potential refunds due to a terminated transaction.

The Group also generates revenue from existing home transaction services by earning (i) platform service fees from real estate brokerage firms on the Beike platform as a percentage of the transaction commissions earned on the platform for using the Group's ACN and SaaS systems; (ii) franchise fees from brokerage firms as a percentage of the transaction commissions earned under the Group's franchise brands such as the Deyou brand; and (iii) other service fees for various services offered by Beike platform, such as transaction closing service through the Group's transaction center.

For platform service and franchise fees, the Group recognizes the estimated fees that it expects to receive as revenues when the Group obtains the right to payment at the time the housing customers sign the housing sale and purchase agreements or the lease agreements.

For other service fees, the Group recognizes them as revenues when the services are provided.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.23 Revenue recognition (Continued)**

*New home transaction services*

The Group generates revenues from new home transaction services principally by earning sales commissions from real estate developers for new home sales facilitated by the Group. The Group signs new home agency service contracts with real estate developers in where the terms and conditions for sales commission earned are defined. The Group recognizes sales commissions as revenues when the confirmations are received from real estate developers that terms and conditions for commissions earned are met or upon cash receipts of service fees if collection of the commissions are not considered probable.

The Group subcontracts with other brokerage firms to fulfil its agency services contracts with the real estate developers and splits commissions with these brokerage firms. The Group is considered as the principal agent for the agency service contracts signed with the developers as it has the right to determine the service price and to define the service performance obligations, it has control over the services provided by the other brokerage firms and it is fully responsible for fulfilling agency services pursuant to the new home agency service contracts signed with the real estate developers. Accordingly, the Group accounts for such agency service contracts on a gross basis and recognizes split commissions to collaborating brokerage firms as cost of revenues.

*Home renovation and furnishing*

The Group provides interior renovation services to its customers. Such services are recognized as a performance obligation satisfied over time as the customer controls the house that is being enhanced by the renovation services provided by the Group. Revenue is recognized over time by reference to the progress towards complete satisfaction of the relevant performance obligation using input method, measured based on the proportion of contract costs incurred for work performed to date relative to the estimated total contract costs.

For sale of furniture, electronic and home appliances products, revenue is recognized when delivery and acceptance occurs, which is defined as receipt by the Group of either a delivery note when delivery has been completed or a customer confirmation that the installation process is completed.

*Emerging and other services*

The Group generates revenues from emerging and other services such as rental property management services, financial services and other newly developed businesses.

Rental property management services revenues are primarily derived from the leasing operation services for homeowners and tenants. The Group sources houses from homeowners and leases the rooms to tenants, as well as provides operational management services such as maintenance. The terms of the agreements with tenants are generally one year. See the details of rental income recognition policy in Note 2.19 Leases - (b) The Group as a lessor.

Service fees for financial services and other newly developed businesses are generally recognized as revenues when services are provided.

*Contract Balances*

Timing of revenue recognition may differ from the timing of invoicing to customers. For certain services, customers are required to pay before the services are delivered. The Group recognizes contract assets or contract liabilities in the consolidated balance sheets, depending on the relationship between the Group's performance and the customer's payment.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****2.23 Revenue recognition (Continued)**

The Group classifies its right to consideration in exchange for services transferred to a customer as either a receivable or a contract asset. A receivable is a right to consideration that is unconditional as compared to a contract asset which is a right to consideration that is conditional upon factors other than the passage of time. The Group recognizes an accounts receivable in its consolidated balance sheets when it performs a service in advance of receiving consideration and if it has the unconditional right to receive consideration, and a contract asset if not yet has the unconditional right to receive consideration.

Contract liabilities are recognized if the Group receives consideration in advance of performance, which is mainly in relation to the existing home transaction services, new home transaction services, home renovation and furnishing services and emerging and other services. RMB2,749.4 million of revenues recognized in the year ended December 31, 2023 was included in the balance of contract liabilities as of December 31, 2022. As of December 31, 2023, the increase in the balance of contract liabilities was primarily due to more consideration received from home renovation and furnishing services and entrust lease services as a result of increase in business scale compared to the prior year. Due to the nature of services the Group provided, most of the Group's contracts with an original expected length less than one year. Therefore, the Group expects to recognize a significant majority of the contract liabilities balance as of December 31, 2023 as revenue over the next 12 months. The contract liabilities of the Group as of December 31, 2022 and 2023 are listed in the table below.

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Contract liabilities:</b>		
Existing home transaction services	174,472	178,856
New home transaction services	1,119,534	941,326
Home renovation and furnishing	1,488,294	2,363,394
Emerging and other services	477,969	1,181,625
<b>Total</b>	<b>3,260,269</b>	<b>4,665,201</b>

*Incremental Costs of Obtaining a Contract*

Incremental costs of obtaining a contract with a customer is recognized as an asset in "Prepaid expenses and other current assets" if the Group expects to recover those costs. Incremental costs of obtaining a contract include only those costs the Group incurs to obtain a contract that it would not have incurred if the contract had not been obtained. Incremental costs of obtaining a contract mainly include sales commissions to sales personnel under interior renovation services. Contract cost assets are amortized on the basis consistent with the pattern of the transfer of services to which the assets relate.

As of December 31, 2023, the balance of capitalized costs of obtaining contracts with customers was RMB338.8 million. For the years ended December 31, 2021, 2022 and 2023, the Group recognized amortization of nil, RMB258.5 million and RMB587.2 million respectively as "Sales and marketing expenses".

Capitalized costs of obtaining contracts are periodically analyzed for impairment. There were no impairment losses relating to the capitalized costs of obtaining contracts for all periods presented.

*Practical Expedients*

The Group has used the following practical expedients as allowed under ASC 606:

The effect of a significant financing component has not been adjusted for contracts when the Group expects, at contract inception, that the period between when the Group transfers a promised good or service to the customer will be one year or less.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.24 Advertising expenses**

Advertising expenses are generally paid to the third parties for online traffic acquisition and offline advertising services such as television, outdoor and inner-building channels. Advertising expenses are expensed as sales and marketing expenses when the services are received. For the years ended December 31, 2021, 2022 and 2023, advertising expenses recognized in the consolidated statements of comprehensive income (loss) were RMB2,038.4 million, RMB1,340.2 million and RMB2,030.8 million, respectively.

**2.25 Share-based compensation**

The Group grants share options, restricted shares and restricted share units (“RSUs”) to its employees, directors and consultants with performance conditions and service conditions, and accounts for these share-based awards in accordance with ASC 718-“Compensation-Stock Compensation”.

Employees’ share-based awards are classified as equity awards and are measured at the grant date fair value of the awards and recognized as expenses a) immediately at grant date if no vesting conditions are required, or b) using a straight-line method over the requisite service period, which is the vesting period.

Share options granted contained both a service condition and required completion of an IPO. The IPO was completed on August 17, 2020 and options for which the service condition had been met became vested. The remaining options will vest as the service conditions are met. All transactions in which goods or services are received in exchange for equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable.

The Group uses the binomial option pricing model to determine the fair value of stock options. The determination of the fair value of stock options is affected by the fair value of ordinary shares as well as assumptions regarding a number of complex and subjective variables, including the expected share price volatility, actual and projected employee share option exercise behavior, risk free interest rates and expected dividends. Upon the completion of the IPO, the estimated fair value of ordinary shares was based on the Company’s share price.

The fair value of the restricted shares and RSUs granted subsequent to IPO are determined with reference to the fair value of the underlying shares.

In accordance with ASU No. 2016-09, the Group has chosen to account for forfeitures when they occur.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.26 Income taxes**

*Income taxes*

Current income tax is recorded in accordance with the laws of the relevant tax jurisdictions.

The Group applies the assets and liabilities method of income taxes in accordance of ASC 740—“Income Taxes”, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are provided based on temporary differences arising between the tax bases of assets and liabilities and financial statements, using enacted tax rates that will be in effect in the period in which the differences are expected to reverse.

Deferred tax assets are recognized to the extent that such assets are more-likely-than-not to be realized. In making such a determination, the Group considers all positive and negative evidence, including results of recent operations and expected reversals of taxable income. Valuation allowances are established to offset deferred tax assets if it is considered more-likely-than-not that the amount of the deferred tax assets will not be realized.

*Uncertain tax positions*

The Group accounts for uncertainty in income taxes recognized in the consolidated financial statements by applying the two-step approach to determine the amount of the benefit to be recorded. 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 the tax positions meet the “more-likely-than-not” recognition threshold, the second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon settlement. The Group classifies interest and penalties related to income tax matters, if any, as income tax expense.

The Group did not have any significant interest or penalties associated with tax positions for the years ended December 31, 2021, 2022 and 2023. The Group did not have any significant unrecognized uncertain tax positions for the years ended December 31, 2021, 2022 and 2023.

**2.27 Employee benefits**

Full time employees of the Group in mainland China are entitled to staff welfare benefits including pension, work related injury benefits, maternity insurances, medical insurances, unemployment benefits and housing fund plans through a PRC government mandated defined contribution plan. Chinese labor regulations require that the Group makes payments to the government for these benefits based on a certain percentage of the employees’ salaries, up to a maximum amount specified by the local government. The Group has no legal obligation for the benefits beyond making the required contributions.

Historically, the contributions made by the Group for employees might have been insufficient under the PRC laws and regulations, for which the Group made provisions based on its best estimates considering general administrative practice, historical precedent cases, legal advice and other factors. The provisions made are to be reversed if a) the potential exposures that the provisions were made for do not occur for a period of time and b) the Group believes that the probability that such exposures would materialize in the future is remote based on most recent developments. The balances of the provisions are included in employee compensation and welfare payable. The net impact of additions and reversals of the provisions was an increase /(decrease) in employee welfare benefit expenses of RMB805.0 million, RMB621.0 million, RMB(1,598.4) million for the years ended December 31, 2021, 2022 and 2023, respectively. Currently, the Group is implementing a remediation plan to reduce the exposure of non-compliance of relevant law and regulations for employee welfare benefits. The total amounts of such employee welfare benefit expenses, including the provision’s net impact, were approximately RMB3.4 billion, RMB3.0 billion, RMB1.2 billion, for the years ended December 31, 2021, 2022 and 2023 respectively.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.28 Research and development expenses**

Research and development expenses consist primarily of personnel-related compensation expenses, including share-based compensation for employees in engineering, design, product and platform development, depreciation of property, plant and equipment utilized by research and development functions, and bandwidth and server related costs incurred by research and development functions. The Group expenses all research and development expenses as incurred.

**2.29 Net income (loss) per share**

Basic net income (loss) per share is computed by dividing net income (loss) attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period.

Diluted net income (loss) per share is calculated by dividing net income (loss) attributable to ordinary shareholders as adjusted for the effect of income allocation to holders of participating preferred shares, if any, by the weighted average number of ordinary and dilutive ordinary equivalent shares outstanding during the period. Ordinary equivalent shares consist of deemed issued shares and options to purchase ordinary shares (using the treasury stock method), unvested restricted shares and unvested RSUs. 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, such as in a period in which a net loss is recorded.

**2.30 Comprehensive income (loss)**

Comprehensive income (loss) is defined to include all changes in equity (deficit) of the Group during a period arising from transactions and other events and circumstances excluding transactions resulting from investments by shareholders and distributions to shareholders. Comprehensive income (loss) includes net income (loss), currency translation adjustments and unrealized gains(losses) on available-for-sale investments, net of reclassification.

**2.31 Related parties**

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or significant influence, such as a family member or relative, shareholder, or a related corporation.

**2.32 Segment reporting**

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker ("CODM"). The chief operating decision maker, who is responsible for allocating resources and assessing performance of the operating segments, has been identified as a management committee including chief executive officer, chief financial officer and two chief operational officers.

The Group operates in four operating segments: (i) Existing home transaction services; (ii) New home transaction services; (iii) Home renovation and furnishing and (iv) Emerging and other services, and the segment information is set out in Note 22.

**2.33 Contingencies**

In the normal course of business, the Group is subject to contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters. An accrual for a loss contingency is recognized if it is probable that a liability has been incurred and the amount of liability can be reasonably estimated. If a potential loss is not probable, but reasonably possible, or is probable but the amount of liability cannot be reasonably estimated, then the nature of contingent liability, together with an estimate of the range of the reasonably possible loss, if determinable and material, is disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of guarantee would be disclosed.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.34 Government grants**

Government grants are recognized as income in other income, net or as a reduction of specific costs and expenses for which the grants are intended to compensate. Such amounts are recognized in the consolidated statements of the comprehensive income (loss) upon receipt when all conditions attached to the grants have been fulfilled.

For the years ended December 31, 2021, 2022 and 2023, the Group recognized government grants of approximately RMB1,060 million, RMB668 million and RMB762 million, respectively, in the consolidated statements of comprehensive income (loss).

**2.35 Business combinations and non-controlling interests**

The Group accounts for its business combinations using the acquisition method of accounting in accordance with ASC 805 — “Business Combinations”. The cost of an acquisition is measured as the aggregate of the acquisition date fair value of the assets transferred to the sellers, liabilities incurred by the Group and equity instruments issued by the Group. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets acquired and liabilities assumed are measured separately at their fair values as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total costs of acquisition, fair value of the non-controlling 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. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the consolidated statements of comprehensive income (loss). 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. Subsequent to the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any further adjustments are recorded in the consolidated statements of comprehensive income (loss).

In a business combination achieved in stages, the Group re-measures the previously held equity interest in the acquiree immediately before obtaining control at its acquisition date fair value and the re-measurement gain or loss, if any, is recognized in the consolidated statements of comprehensive income (loss).

**2.36 Concentration and risks**

*Concentration of customers and suppliers*

There are no customers or suppliers from whom revenues or purchases individually represent greater than 10% of the total net revenues or the total purchases of the Group for the years ended December 31, 2021, 2022 and 2023.

*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, accounts receivable, other receivables, short-term investments, long-term investments and financing receivables. As of December 31, 2022 and 2023, all of the Group’s cash and cash equivalents, restricted cash and short-term investments were held by major financial institutions located in the PRC, Hong Kong, the USA and Australia, which the management believes are of high credit quality. The Group’s total cash and cash equivalents, restricted cash, and short-term investments held at five financial institutions in mainland China representing 24%, 16%, 11%, 11% and 10% of the Group’s total cash and cash equivalents, restricted cash, and short-term investments as of December 31, 2023, respectively. On May 1, 2015, China’s new Deposit Insurance Regulation came into effect, pursuant to which banking financial institutions, such as commercial banks, established in China are required to purchase deposit insurance for deposits in RMB and in foreign currency placed with them. This Deposit Insurance Regulation would not be effective in providing complete protection for the Group’s accounts, as its aggregate deposits are much higher than the compensation limit. However, the Group believes that the risk of failure of any of these PRC banks is remote. Bank failure is uncommon in China and the Group believes that those Chinese banks that hold the Group’s cash and cash equivalents, restricted cash and short-term investments are financially sound based on public available information.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2.36 Concentration and risks (Continued)**

Accounts receivable and other receivables are typically unsecured and are mainly derived from the ordinary course of business in the PRC. The risk with respect to these financial instruments is mitigated by credit evaluations the Group performs on its customers and its ongoing monitoring processes of outstanding balances. The risk with respect to the financing receivables and off-balance sheet guarantees is mitigated by credit evaluations the Group performs on its borrowers and the Group's ongoing monitoring controls for the outstanding balances. As of December 31, 2022 and 2023, only one customer's total receivable amounting to RMB788 million and RMB380 million is considered to subject to concentration credit risk.

Individually assessed accounts receivable and other receivable are measured for credit loss based on fair value of the collateral, less estimated transaction costs, if the accounts receivable is collateral-dependent. As of December 31, 2023, a portion of accounts receivable and other receivable due from real estate developers is secured by a commercial properties as collateral. For the year ended December 31, 2023, RMB174 million and RMB227 million provision has been provided against accounts receivable and other receivable due to decrease in net realizable values of the collateral, which attribute to the current downturn of commercial real estate market.

The expected credit loss rates for accounts receivable and contract assets are 33.4% and 34.6% as of December 31, 2022 and 2023, respectively. The expected credit loss rates for financing receivables are 17.3% and 8.3% as of December 31, 2022 and 2023, respectively. The expected credit loss rates for other receivables (included in prepayments, receivables and other assets) are 8.2% and 14.3% as of December 31, 2022 and 2023, respectively. The expected credit loss of other financial assets subject to the impairment requirements of ASC 326 was immaterial.

*Currency convertibility risk*

The PRC government imposes controls on the convertibility of RMB into foreign currencies. The Group's cash and cash equivalents, restricted cash and short-term investments denominated in RMB that are subject to such government controls amounted to RMB47.0 billion and RMB51.2 billion as of December 31, 2022 and 2023, respectively. The value of RMB is subject to changes in the central government policies and to international economic and political developments affecting supply and demand in the PRC foreign exchange trading system 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 in currencies other than RMB by the Group in the PRC must be processed through PBOC or other Chinese foreign exchange regulatory bodies which require certain supporting documentation in order to process the remittance.

*Foreign currency exchange rate risk*

In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the US\$, and the RMB appreciated more than 20% against the US\$ over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the US\$ remained within a narrow band. Since June 2010, the RMB has fluctuated against the US\$, at times significantly and unpredictably. The depreciation of the RMB against the US\$ was approximately 2.9% for the year ended December 31, 2023. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the US\$ in the future.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**3. CASH, CASH EQUIVALENTS, RESTRICTED CASH**

Cash, cash equivalents and restricted cash consisted of the following:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Cash and cash equivalents (i):</b>		
Cash	18,641,806	17,994,611
Cash equivalents	771,396	1,640,105
<b>Restricted cash (ii):</b>		
Current	6,181,057	6,222,745
<b>Total cash, cash equivalents and restricted cash</b>	<b>25,594,259</b>	<b>25,857,461</b>

- (i) Cash and cash equivalents consist of cash on hand and demand deposits which have original maturities of three months or less and are readily convertible to a known amount of cash. The weighted average interest rate of cash equivalent for the years ended December 31, 2021, 2022 and 2023 are 0.8%, 3.6% and 3.9%, respectively.
- (ii) The Group's restricted cash is mainly comprised of 1) cash received from the property buyers but not yet paid to the sellers through the Group's online payment platform, which is placed with banks in escrow accounts; 2) security deposits for the Group's agency, guarantee and financing services; 3) borrowings from commercial banks for limited purpose; and 4) other miscellaneous restricted cash. The proportion for each type of restricted cash are 77.4%, 12.4%, 10.0%, and 0.2% as of December 31, 2022; 76.2%, 19.1%, 4.5%, and 0.2% as of December 31, 2023, respectively.

**4. SHORT-TERM INVESTMENTS**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Short-term investments:</b>		
Bank time deposits	3,911,410	7,690,166
Wealth management products	26,491,683	26,415,902
Short-term held-to-maturity debt investments	3,631,732	151,890
Available-for-sale debt investments	1,380,668	—
Listed equity securities	70,415	—
<b>Total</b>	<b>35,485,908</b>	<b>34,257,958</b>

Bank time deposits are time deposits with original maturities of longer than three months but less than one year or long-term bank deposits with a maturity date within one year.

The Group's wealth management products mainly consist of various financial instruments issued by multiple financial institutions with variable interest rates indexed to performance of underlying asset. The Group elects to measure the investment in wealth management products at fair value with the fair value changes mainly recorded in other income, net and fair value changes in investments, net in the consolidated statements of comprehensive income (loss).

Held-to-maturity debt investments include debt instruments issued by financial institutions with maturities of less than one year for which the Group has the positive intent and ability to hold those securities to maturity.

Available-for-sale debt investments in short-term investments mainly include investments in debt securities issued by banks and other financial institutions that are redeemable at the issuer's option, which the group intends to sell in the near term. The proceeds received from the sales of available-for-sale debt investments is RMB1.4 billion for the year of 2023.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**4. SHORT-TERM INVESTMENTS (CONTINUED)**

Listed equity securities in short-term investments are equity securities the group intends to sell in the near term.

Held-to-maturity debt investments as of December 31, 2023 are shown as below, which would be due within one year:

	As of December 31, 2023				
	Cost or amortized cost less allowance for credit losses	Gross unrecognized holding gains	Gross unrecognized holding losses	Fair value	
	RMB	RMB	RMB	RMB	US\$
	(in thousands)				
Held-to-maturity debt investments	151,890	—	(7,757)	144,133	20,350

**5. PREPAYMENTS, RECEIVABLES AND OTHER ASSETS**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Current:</b>		
Advances to suppliers	618,694	574,170
Deposits paid to real estate developers (i)	530,308	222,604
Prepaid rental and other deposits	1,243,443	1,625,026
Staff advances	68,035	65,253
Receivables from escrow account	34,118	6,676
Interests receivable	11,035	14,664
VAT-input deductible	660,104	707,416
Prepaid income tax	108,972	177,560
Inventories	127,558	304,208
Capitalized costs of obtaining contracts	155,636	338,811
Others	499,940	630,588
<b>Total</b>	<b>4,057,843</b>	<b>4,666,976</b>
<b>Non-current:</b>		
Deferred tax asset (Note 18)	856,958	1,113,692
VAT-input deductible	169,879	192,991
Prepayment for land use right (ii)	—	154,575
Others	5,414	11,783
<b>Total</b>	<b>1,032,251</b>	<b>1,473,041</b>

(i) Deposits paid to real estate developers

Deposits paid to real estate developers refer to the earnest deposits paid by the Group to developers for new home transaction service contracts.

(ii) Prepayment for land use right

The Company entered into a 40 years land use right purchase agreement in October 2023 at a total consideration of RMB309 million. Pursuant to the agreement, 50% of the total consideration is scheduled to be paid in 2023 with the rest to be paid in 2024. The land use right purchased related to a parcel of land located in Hangzhou, which was acquired for the Group's home renovation and furnishing business. RMB154.6 million has been paid off as of December 31, 2023 and the rest RMB154.6 million was paid off in January 2024 upon maturity. Currently, the Group's is going through certain procedures related to the land use right certification.

**KE Holdings Inc.**  
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**6. ACCOUNTS RECEIVABLE AND CONTRACT ASSETS, NET**

Accounts receivable, net consists of the following:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
New home transaction services	5,406,009	3,750,996
Existing home transaction services	385,231	483,901
Home renovation and furnishing	103,641	99,935
Emerging and other services	131,959	248,803
<b>Accounts receivable</b>	<b>6,026,840</b>	<b>4,583,635</b>
Allowance for credit losses	(1,951,419)	(1,566,129)
<b>Accounts receivable, net</b>	<b>4,075,421</b>	<b>3,017,506</b>

The contract assets are mainly related to the Group's home renovation business. The Group's timing of revenue recognition may differ from the timing of invoicing to customers. The Group's contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms.

Contract assets, net consists of the following:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Contract assets – gross</b>	224,660	273,661
Allowance for credit losses	(137,059)	(114,998)
<b>Contract assets, net</b>	<b>87,601</b>	<b>158,663</b>

The movements in the allowance for credit losses of accounts receivable were as follows:

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Balance at the beginning of the year</b>	<b>(1,122,218)</b>	<b>(2,151,271)</b>	<b>(1,951,419)</b>
Reversal/(Additions)	(1,216,517)	76,184	(174,237)
Write-offs	187,464	123,668	559,527
<b>Balance at the end of the year</b>	<b>(2,151,271)</b>	<b>(1,951,419)</b>	<b>(1,566,129)</b>

The Group usually allows a credit period within 90 days to its customers. Ageing analysis of accounts receivable based on the date of delivery of service to customers is as follows:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
– Up to 3 months	2,389,431	2,056,388
– 3 months to 1 year	1,161,639	617,635
– Over 1 year	2,475,770	1,909,612
<b>Accounts receivable</b>	<b>6,026,840</b>	<b>4,583,635</b>
Less: allowance for credit losses	(1,951,419)	(1,566,129)
<b>Accounts receivable, net</b>	<b>4,075,421</b>	<b>3,017,506</b>

**KE Holdings Inc.**  
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**7. FINANCING RECEIVABLES, NET**

Financing receivables, net as of December 31, 2022 and 2023 consisted of the following:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Short-term:</b>		
Financing receivables from consolidated Trusts	623,872	1,316,432
Financing receivables from micro-loan platforms	182,779	153,809
<b>Total short-term financing receivables</b>	<b>806,651</b>	<b>1,470,241</b>
Allowance for credit losses	(139,427)	(122,482)
<b>Total short-term financing receivables, net</b>	<b>667,224</b>	<b>1,347,759</b>

As of December 31, 2022 and 2023, the financing receivables are all due within one year. These balances represent short-term financing receivables that are personal credit loans to home buyers and tenants, and to other individual borrowers.

*Financing Receivables – Allowance for Credit Losses and Credit Quality*

Consistent with the adoption of ASU No. 2016-13 effective January 1, 2020, the allowance for credit losses is determined principally based on the past collection experience as well as consideration of current and future economic conditions and changes in the Group's customer collection trends. All forward-looking statements are, by their nature, subject to risks and uncertainties, many of which are beyond the Group's control. Primarily as a result of the uncertainty of macroeconomic and real estate agency business in 2023, the management updated the CECL model taking the latest available information into consideration. The major assumption (i.e. forward-looking information) and CECL model parameters (i.e. the one-year probability of default) were updated accordingly. The allowance for credit losses decreased to 8.3% of gross financing receivables (net of unearned income) at December 31, 2023 from 17.3% at December 31, 2022, which were mainly attributable to the reduction in loan delinquency as the Group carried out stricter recovery mechanism in 2023.

The activities in the provision for credit losses for the years ended December 31, 2021, 2022 and 2023, respectively, consisted of the following:

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Beginning balance</b>	<b>(127,319)</b>	<b>(131,762)</b>	<b>(139,427)</b>
(Provisions) Reversals	(124,335)	(18,658)	7,573
Write-offs	119,892	10,993	9,372
<b>Ending balance</b>	<b>(131,762)</b>	<b>(139,427)</b>	<b>(122,482)</b>

The Group evaluates expected credit losses of financing receivables on a collective basis based on the type of borrowers and delinquency pattern:

Type of borrowers:

Property transaction related business: This segmentation includes financing receivables generated by property transaction business. The average loss rate in this category is 7.0% as of December 31, 2023.

Non-property transaction related business: This segmentation mainly includes consumer loans. The average loss rate in this category is 47.9% as of December 31, 2023.

**KE Holdings Inc.**  
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**7. FINANCING RECEIVABLES, NET (CONTINUED)**

Delinquency:

Based on the past due days, the Group separates the contracts into 5 groups including current, 1-29 days past due, 30-89 days past due, 90-179 days past due and over 180 days past due. The delinquency rate was 22.5% and 11.0% as at December 31, 2022 and 2023, respectively.

Credit quality indicators are updated quarterly, and the credit quality of any given customer can change during the life of the portfolio.

Financing receivables portfolio based on customer type, origination year and delinquency are as follows:

RMB in the thousands	1-29 Days Past Due	30-59 Days Past Due	60-89 Days Past Due	90-179 Days Past Due	180 days or greater Past Due	Total Past Due	Current	Total
Property transaction related business								
2018 and before	—	—	—	—	32,037	32,037	—	32,037
2019	—	—	—	—	19,931	19,931	—	19,931
2020	—	—	—	—	19,023	19,023	—	19,023
2021	—	—	—	—	57,261	57,261	—	57,261
2022	2,980	—	—	2,963	834	6,777	619,209	625,986
<b>Subtotal</b>	<b>2,980</b>	<b>—</b>	<b>—</b>	<b>2,963</b>	<b>129,086</b>	<b>135,029</b>	<b>619,209</b>	<b>754,238</b>
Non-property transaction related business								
2018 and before	—	—	—	—	3,954	3,954	—	3,954
2019	82	804	4,447	15,547	13,220	34,100	—	34,100
2020	—	—	3	—	4,466	4,469	11	4,480
2021	—	—	—	3	3,286	3,289	5,800	9,089
2022	44	108	55	544	39	790	—	790
<b>Subtotal</b>	<b>126</b>	<b>912</b>	<b>4,505</b>	<b>16,094</b>	<b>24,965</b>	<b>46,602</b>	<b>5,811</b>	<b>52,413</b>
<b>December 31, 2022</b>	<b>3,106</b>	<b>912</b>	<b>4,505</b>	<b>19,057</b>	<b>154,051</b>	<b>181,631</b>	<b>625,020</b>	<b>806,651</b>
Property transaction related business								
2018 and before	—	—	—	—	31,215	31,215	—	31,215
2019	—	—	—	—	13,222	13,222	—	13,222
2020	—	—	—	—	12,618	12,618	—	12,618
2021	—	—	—	—	46,333	46,333	—	46,333
2022	—	—	—	—	3,740	3,740	—	3,740
2023	5,545	—	—	763	1,027	7,335	1,308,553	1,315,888
<b>Subtotal</b>	<b>5,545</b>	<b>—</b>	<b>—</b>	<b>763</b>	<b>108,155</b>	<b>114,463</b>	<b>1,308,553</b>	<b>1,423,016</b>
Non-property transaction related business								
2018 and before	—	—	—	—	4,731	4,731	—	4,731
2019	—	—	—	—	31,137	31,137	—	31,137
2020	—	—	—	—	4,079	4,079	—	4,079
2021	—	—	—	1,600	5,314	6,914	—	6,914
2022	—	—	—	—	364	364	—	364
<b>Subtotal</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>1,600</b>	<b>45,625</b>	<b>47,225</b>	<b>—</b>	<b>47,225</b>
<b>December 31, 2023</b>	<b>5,545</b>	<b>—</b>	<b>—</b>	<b>2,363</b>	<b>153,780</b>	<b>161,688</b>	<b>1,308,553</b>	<b>1,470,241</b>



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**8. PROPERTY, PLANT AND EQUIPMENT, NET**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Office building	707,693	689,703
Vehicles	21,821	22,085
Computer equipment	1,049,049	1,046,672
Furniture and office equipment	387,781	373,893
Leasehold improvement	2,444,146	2,717,396
Construction in progress	194,803	293,928
<b>Total</b>	<b>4,805,293</b>	<b>5,143,677</b>
Less: accumulated depreciation	(2,749,468)	(3,159,307)
Less: accumulated impairment	(19,272)	(19,272)
<b>Net book value</b>	<b>2,036,553</b>	<b>1,965,098</b>

Depreciation expenses recognized for the years ended December 31, 2021, 2022 and 2023 amounted to RMB879.7 million, RMB918.3 million and RMB775.0 million, respectively.

**9. INTANGIBLE ASSETS, NET**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Software	116,229	115,297
Trademarks and domain names	1,194,482	1,195,161
Customer relationships	4,080	—
Non-competition agreements	1,300	460
Advertising resources	2,437,610	2,478,945
License	349,912	349,912
<b>Total</b>	<b>4,103,613</b>	<b>4,139,775</b>
Less: accumulated amortization	(2,158,991)	(2,815,803)
Less: accumulated impairment	(257,646)	(256,513)
<b>Net book value</b>	<b>1,686,976</b>	<b>1,067,459</b>

Amortization expenses recognized for the years ended December 31, 2021, 2022 and 2023 amounted to RMB491.0 million, RMB584.5 million and RMB627.1 million, respectively.

Estimated amortization expenses relating to the existing intangible assets with finite lives for future periods is as follows:

	Amounts
	RMB
	(in thousands)
Within 1 year	250,692
Between 1 and 2 years	129,257
Between 2 and 3 years	116,358
Between 3 and 4 years	114,809
Thereafter	456,343
<b>Total</b>	<b>1,067,459</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**10. LEASES**

(a) The Group as a lessee

The Group has operating leases for sales stores (including brokerage sales stores, transaction closing service centers and home renovation and furnishing service stores), administrative offices, entrusted houses and land use rights in China. The recognition of whether a contract arrangement contains a lease is made by evaluating whether the arrangement conveys the right to use an identified asset and whether the Group obtains substantially all the economic benefits from and has the ability to direct the use of the asset.

Operating lease assets and liabilities are included in the items of “Right-of-use assets”, “Lease liabilities current portion”, and “Lease liabilities non-current portion” on consolidated balance sheets.

The components of lease cost for the years ended December 31, 2021, 2022 and 2023 were listed as follows:

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
Operating lease cost	3,586,026	4,216,897	7,785,841
Short-term lease cost	47,769	39,941	50,659
<b>Total</b>	<b>3,633,795</b>	<b>4,256,838</b>	<b>7,836,500</b>

Supplemental cash flows information related to leases was as follows:

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>			
Operating cash flows payment from operating leases	3,413,301	3,652,435	7,965,277
<b>Right-of-use assets obtained in exchange for lease liabilities:</b>			
Total right-of-use assets obtained in exchange for new operating lease liabilities	5,749,581	11,427,030	15,489,351

The components of right-of-use assets obtained in exchange for new operating lease liabilities were as follows:

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
<b>Right-of-use assets obtained in exchange for lease liabilities</b>			
Store leases	4,341,144	4,054,404	3,262,410
Administrative office leases	1,168,547	493,255	273,088
Leases of rental property management services	239,890	6,879,371	11,953,853
<b>Total</b>	<b>5,749,581</b>	<b>11,427,030</b>	<b>15,489,351</b>

**KE Holdings Inc.**  
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**10. LEASES (CONTINUED)**

Supplemental balance sheet information related to leases was as follows:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Operating leases</b>		
Store leases	5,269,031	5,460,840
Administrative office leases	629,724	626,652
Leases of rental property management services	5,300,127	11,447,181
Land use rights	85,188	83,242
<b>Total operating lease assets</b>	<b>11,284,070</b>	<b>17,617,915</b>
Operating lease liabilities, current	4,972,345	9,368,607
Operating lease liabilities, non-current	6,599,930	8,327,113
<b>Total operating lease liabilities</b>	<b>11,572,275</b>	<b>17,695,720</b>

	For the Year Ended December 31,		
	2021	2022	2023
	<b>Weighted-average remaining lease term (in years)</b>		
Operating leases	3.25	2.90	2.43
Land use rights	41.34	44.17	43.18
<b>Weighted-average discount rate</b>			
Operating leases	4.8 %	4.5 %	4.3 %
Land use rights	5.3 %	4.7 %	4.7 %

Maturities of lease liabilities were as follows:

	As of
	December 31,
	2023
	RMB
	(in thousands)
2024	9,645,224
2025	5,484,022
2026	1,618,295
2027	646,558
2028	356,789
Thereafter	657,608
<b>Total undiscounted lease payments</b>	<b>18,408,496</b>
Less: imputed interest	(712,776)
<b>Total lease liabilities</b>	<b>17,695,720</b>

The Group's lease agreements generally do not contain an option for the Group to renew a lease for a term agreed by the Group. The Group's lease agreements generally do not contain any residual value guarantees or material restrictive covenants. Payments under the lease arrangements are primarily fixed.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**10. LEASES (CONTINUED)**

## (b) The Group as a lessor

The Group generates revenues from rental property management services as a lessor. Lease income recognized for the years ended December 31, 2021, 2022 and 2023 amounted to RMB635.6 million, RMB1,523.0 million and RMB6,002.5 million, respectively.

Maturities of undiscounted lease payments to be received were as follows:

	As of December 31, 2023 RMB (in thousands)
2024	6,856,443
2025	868,460
2026	94,340
2027	17,366
2028	11,062
Thereafter	35,344
<b>Total undiscounted lease payments</b>	<b>7,883,015</b>

**11. LONG-TERM INVESTMENTS, NET**

The following table sets forth a breakdown of the categories of long-term investments held by the Group as of the dates indicated:

	As of December 31,	
	2022 RMB	2023 RMB
	(in thousands)	
Investments in equity method investees	370,985	436,344
Investments accounted for at fair value	1,063,689	660,112
Equity investments without readily determinable fair value using the NAV practical expedient	91,005	86,240
Equity investments without readily determinable fair value using the measurement alternative	61,640	43,746
Long-term time deposits	11,064,516	15,352,785
Held-to-maturity debt investments	147,529	1,729,602
Available-for-sale debt investments	5,126,289	5,262,159
<b>Total long-term investments</b>	<b>17,925,653</b>	<b>23,570,988</b>

Investments in equity method investees

The Group applies the equity method of accounting to account for its equity investments in common stock or in-substance common stock, over which it has significant influence but does not own a majority equity interest or otherwise control.

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**11. LONG-TERM INVESTMENTS, NET (CONTINUED)**

	Amounts RMB (in thousands)
<b>Balance at December 31, 2020</b>	<b>689,929</b>
Investments made	258,990
Income (loss) from investment	39,520
Investment impairment	(2,914)
Disposal of investment	(540,433)
Dividend received	(14,800)
<b>Balance at December 31, 2021</b>	<b>430,292</b>
Investments made	12,188
Income (loss) from investment	44,588
Disposal of investment	(134,406)
Dividend received	(27,338)
Acquired in a business combination	45,661
<b>Balance at December 31, 2022</b>	<b>370,985</b>
Investments made	183,253
Income (loss) from investment	9,098
Investment impairment	(10,369)
Disposal of investment	(101,761)
Dividend received	(14,862)
<b>Balance at December 31, 2023</b>	<b>436,344</b>

*Investments accounted for at fair value*

Investments accounted for at fair value include (i) marketable equity securities, which are publicly traded stocks or funds measured at fair value, (ii) unlisted equity securities or debt securities and long-term loan receivables which use unobservable inputs to measure the fair value on recurring basis, and (iii) investments in wealth management products with maturity date in over one year, which are financial instruments with variable interest rates or principal not-guaranteed with certain financial institutions and are measured at fair value in accordance with ASC 825-“Financial Instruments”.

The following table shows the carrying amount and fair value of investments accounted for at fair value:

	Cost basis RMB	Gross unrealized gains RMB	Gross unrealized losses RMB (in thousands)	Exchange adjustments RMB	Fair value RMB
Marketable securities (i)	96,848	—	(63,678)	3,964	37,134
Unlisted equity securities and loan receivables measured at fair value (ii)	252,567	444	(164,456)	—	88,555
Wealth management product (iii)	937,500	500	—	—	938,000
<b>Balance at December 31, 2022</b>	<b>1,286,915</b>	<b>944</b>	<b>(228,134)</b>	<b>3,964</b>	<b>1,063,689</b>
Marketable securities (i)	96,848	—	(69,035)	4,932	32,745
Unlisted equity securities and loan receivables measured at fair value (ii)	238,015	778	(161,126)	—	77,667
Wealth management product (iii)	537,500	12,200	—	—	549,700
<b>Balance at December 31, 2023</b>	<b>872,363</b>	<b>12,978</b>	<b>(230,161)</b>	<b>4,932</b>	<b>660,112</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**11. LONG-TERM INVESTMENTS, NET (CONTINUED)**

*(i) Marketable securities*

Marketable securities represent investments in the equity securities of publicly listed companies, for which the Group does not have significant influence. The marketable securities are valued using the market approach based on the quoted prices in active markets at the reporting date. The Group classifies the valuation techniques that use these inputs as Level 1 of fair value measurements.

*(ii) Unlisted equity securities and loan receivables measured at fair value*

*Investment in IFM Investments Limited (“IFM”)*

In October 2017, the Group purchased 10% ownership in IFM, a company focusing on real estate agency business in the PRC, through subscription of 308,084,916 convertible redeemable preferred shares newly issued by IFM at an aggregated subscription price of RMB60 million. Concurrent with the preferred share investment, the Group entered into a convertible note purchase agreement on August 14, 2017 to purchase convertible notes issued by IFM in the principal amount of US\$ equivalent of RMB40 million with maturity period of 30 months and interest rate per annum of 12%. The convertible notes were convertible into IFM’s preferred shares at a discounted price. The Group elected the fair value option to measure the preferred share investments and the entire convertible note with the assistance of an independent valuation firm.

In 2019, the Group launched many incentive programs to incentivize real estate brokerage firms to join the Group’s platform. IFM is one of the leading firms in the real estate agency business industry. In May 2019, to incentivize IFM to join the Group’s platform, the Group made additional investment of RMB308 million to acquire certain percentage of IFM’s preferred and ordinary shares, converted the convertible note into preferred shares and provided RMB130 million loan to IFM’s controlling shareholder, which is secured by 17.5% ownership of IFM. Total consideration of the additional investment in IFM and the loan to IFM’s controlling shareholder was RMB438 million. The fair value of the additional investment in IFM and the loan to IFM’s controlling shareholder was RMB120.1 million on the transaction date. The difference of RMB317.9 million between the consideration paid and the fair value received was considered and recognized as deemed marketing expenses.

As the investment in IFM is not in-substance common stock, it does not qualify for equity method accounting, and according to ASC 321, the Group elected to account for this investment at fair value with realized or unrealized gains and losses recorded in the consolidated statements of comprehensive income (loss).

As of December 31, 2022 and 2023, the Group held 37.6% in IFM and account for the investment in IFM amounted to RMB58.8 million and RMB57.1 million, and loan to IFM’s controlling shareholder at fair value amounting to RMB1.2 million and RMB1.1 million, respectively. The Group classifies the valuation techniques that use these inputs as Level 3 of fair value measurements.

Other than the equity investment in IFM, the investment in unlisted equity securities was primarily equity investments in one private company focusing on home renovation business in the PRC and other private investment companies.

*(iii) Wealth management products*

As part of the Group’s cash management program, the Group invested in certain wealth management products with variable interest rates and principal not guaranteed issued by financial institutions in the PRC. These wealth management products were with maturity of over one year, or can be redeemed through advance notice and the Group intended to hold the investments over one year, thus were classified as long-term investments.

*Equity investments without readily determinable fair value using the NAV practical expedient*

Equity investments without readily determinable fair value in private equity funds is accounted for under NAV practical expedient.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**11. LONG-TERM INVESTMENTS, NET (CONTINUED)**

Investments in private equity generally are not redeemable due to the closed-ended nature of these funds. Investment in private equity funds over which the Group does not have the ability to exercise significant influence are accounted for under the NAV practical expedient. As of December 31, 2022 and 2023, the carrying amount of the Group's investment in private equity fund was approximately RMB91.0 million and RMB86.2 million, respectively. During the years ended December 31, 2021, 2022 and 2023, fair value changes recognized for this equity investment were RMB51.6 million, RMB(32.9) million, RMB(4.8) million respectively. Investments in the private equity fund is subject to a lock-up period of 8 years from September 2018 which restricts investor from withdrawing from the fund during the investment period.

Equity investments without readily determinable fair value using the measurement alternative

Equity investments without readily determinable fair value in private companies is accounted for under measurement alternative.

The total carrying value of investment in private companies accounted for under measurement alternative held as of December 31, 2022 and 2023 were as follows:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Initial cost basis	835,790	839,296
Cumulated unrealized losses (including impairment)	(774,150)	(795,550)
<b>Total carrying value</b>	<b>61,640</b>	<b>43,746</b>

For the years ended December 31, 2021, 2022 and 2023, RMB183.8 million, RMB591.9 million and RMB28.8 million impairment was recorded for investments in private companies accounted for under measurement alternative. The impairment was recorded in "Impairment loss for equity investments accounted for using measurement alternative" in the Group's consolidated statements of comprehensive income (loss). Also, the Group classifies those investments that use similar identifiable transaction prices when applying valuation techniques as Level 2 of fair value measurements and those investments that measured using significant unobservable inputs as Level 3 of fair value measurements.

Long-term time deposits

The Group's long-term time deposits are time deposits placed with banks with original maturities more than one year and those matured date within one year will be reclassified to short-term investments. As of December 31, 2022, deposits were denominated in RMB amounting to approximately RMB11.1 billion, among which RMB1.7 billion will be matured in 2024. The remaining RMB9.4 billion will be matured in 2025. As of December 31, 2023, deposits were denominated in RMB amounting to approximately RMB15.4 billion, among which RMB10.1 billion will be matured in 2025 and the remaining RMB5.3 billion will be matured in 2026.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**11. LONG-TERM INVESTMENTS, NET (CONTINUED)**

Held-to-maturity debt investments

During the year ended December 31, 2023, the Group recorded investment income from its long-term held-to-maturity debt investments of RMB47.1 million in the consolidated statement of comprehensive income (loss). Long-term held-to-maturity debt investments as of December 31, 2023 are shown as below, which would be due in 1 to 2 years:

	As of December 31, 2023			
	Cost or Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Fair value
	RMB	RMB	RMB	RMB
	(in thousands)			
Held-to-maturity debt investments	1,729,602	—	(28,362)	1,701,240

The following table summarizes the amortized cost of held-to-maturity debt investments with stated contractual dates, classified by the contractual maturity date of the investments:

	As of December 31,	
	2022	2023
	RMB	RMB
(in thousands)		
Due in 1 year through 5 years	147,529	1,729,602

Available-for-sale debt investments

The Group's available-for-sale debt investments mainly include investments in debt securities issued by banks and other financial institutions that are redeemable at the issuer's option, which have no contractual maturity date. As of December 31, 2023, RMB5.3 billion available-for-sale debt investments were held by the Group. Available-for-sale debt investments as of December 31, 2023 are shown as below:

	As of December 31, 2023			
	Cost or Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
	RMB	RMB	RMB	RMB
	(in thousands)			
Available-for-sale debt investments	5,555,020	—	(292,861)	5,262,159

The following table summarizes the Group's gross unrealized losses and fair value for available-for-sale investments in an unrealized loss position as of December 31, 2023:

	12 Months or Greater	
	Fair Value	Unrealized Losses
	RMB	RMB
(in thousands)		
Additional Tier1 Bonds	5,262,159	(292,861)

Estimated allowances for credit losses of available-for sales are determined by considering reasonable and supportable forecasts of future economic conditions in addition to information about past events and current conditions. Based on this evaluation, no allowance for credit losses on debt securities was recorded as of December 31, 2023.

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**11. LONG-TERM INVESTMENTS, NET (CONTINUED)**

The following table summarizes the estimated fair value of available-for-sale debt investments with stated contractual dates, classified by the contractual maturity date of the investments:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Due in 1 year through 5 years	5,126,289	5,262,159

**12. GOODWILL**

For the years ended December 31, 2022 and 2023, the changes in the carrying value of goodwill by segment are as follows:

	Existing home transaction services RMB	New home transaction services RMB	Home renovation and furnishing RMB	Total RMB
	(in thousands)			
<b>Balance as of December 31, 2021</b>	<b>594,908</b>	<b>1,210,781</b>	<b>—</b>	<b>1,805,689</b>
New additions (i)	62,496	—	3,207,805	3,270,301
Impairment provided (ii)	(59,022)	(82,733)	—	(141,755)
<b>Balance as of December 31, 2022</b>	<b>598,382</b>	<b>1,128,048</b>	<b>3,207,805</b>	<b>4,934,235</b>
New additions (iii)	17,978	—	—	17,978
Disposal	(1,989)	—	—	(1,989)
Impairment provided (iv)	(59,163)	(34,254)	—	(93,417)
<b>Balance as of December 31, 2023</b>	<b>555,208</b>	<b>1,093,794</b>	<b>3,207,805</b>	<b>4,856,807</b>

- (i) During the year ended December 31, 2022, the Group acquired several real estate agency companies operating existing home transaction services in multiple cities, as well as Shengdu, a full-service home renovation service provider in China. On April 20, 2022, the Group completed the acquisition of Shengdu that was added to the home renovation and furnishing segment. The acquisition has been accounted for as a business combination, resulting in the recognition of RMB3,060.8 million of goodwill.
- (ii) During the year ended December 31, 2022, certain reporting units experienced a significant decrease in revenue and profit as a result of market downturn. This decline was identified by management as a triggering event. Following an impairment assessment, management concluded that the goodwill associated with certain reporting units was impaired. Consequently, a goodwill impairment loss of RMB141.8 million was recorded, with RMB59.0 million attributed to reporting units within the existing home transaction services segment and RMB82.7 million attributed to reporting units within the new home transaction services segment.
- (iii) During the year ended December 31, 2023, the Group acquired several real estate agency companies engaged in existing home transaction services in multiple cities.
- (iv) The Group completed its annual goodwill impairment test for all its reporting units as of December 31, 2023. During the year ended December 31, 2023, actual performance of certain reporting units did not meet prior forecasted expectations due to unfavorable local market conditions. The Group performed quantitative impairment testing on these reporting units and recognized goodwill impairment loss of RMB93.4 million, including RMB59.2 million related to reporting units within the existing home transaction services segment and RMB34.3 million related to reporting units within the new home transaction services segment. Following the goodwill impairment charge recorded in relation to these reporting units, the carrying value of the reporting units equaled its fair value as of December 31, 2023. Therefore, if business conditions or expectations were to change materially, it may be necessary to record further impairment charges to these reporting units in the future.

The Group also performed a quantitative impairment test for its home renovation and furnishing reporting units using an income approach based on a discounted cash flow model (“DCF model”). As of December 31, 2023, the fair value of the home renovation and furnishing reporting unit exceeded its carrying value by 10%.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## 12. GOODWILL (CONTINUED)

### Key assumptions used in quantitative impairment test

The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. The Group used a DCF model to estimate the fair value of the reporting units, as management believes forecasted operating cash flows were the best indicator of fair value. A number of significant assumptions were involved in the preparation of the DCF models including future revenues and discount rates. The financial projection covering a five-year period of each reporting unit adopted in DCF models for impairment test purpose is based on the financial budgets approved by the management of the Group, which considering the historical performance and its expectation for future market development. Cash flows beyond the five-year period are extrapolated using a long-term growth rate. Post-tax discount rates reflect market assessment of the weighted average cost of capital in the industry the Group operates and the specific risks relating to the Group.

Impairment loss of goodwill recognized for the years ended December 31, 2021, 2022 and 2023 were RMB732.4 million, RMB141.8 million and RMB93.4 million, respectively. As of December 31, 2022 and 2023, the original gross amounts of goodwill were RMB6,462.8 million and RMB6,478.8 million, respectively, and the accumulated impairment losses were RMB1,528.6 million and RMB1,622.0 million, respectively.

## 13. BORROWINGS

As of December 31, 2022 and 2023, the contractual maturities of the borrowings are all within one year.

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Short-term borrowings	619,000	290,450

In September 2022, Beike Technology Co., Ltd entered into a RMB460.0 million 356-day short-term borrowing contract with a bank at a fixed borrowing rate of 3.58%. RMB 43.3 million, RMB47.8 million, RMB43.3 million and RMB325.6 million were scheduled to be paid off on February 28, 2023, March 21, 2023, August 31, 2023 and September 21, 2023, respectively. By the end of December 31, 2023, the borrowings were fully paid off upon maturity.

In December 2022, Beike Technology Co., Ltd entered into a RMB140.0 million 360-day short-term borrowing contract with a bank at a fixed borrowing rate of 3.58%. RMB23.3 million, RMB3.9 million, RMB23.3 million and RMB89.5 million were scheduled to be paid off on March 31, 2023, June 30, 2023, September 30, 2023 and December 25, 2023, respectively, according to the borrowing contract. By the end of December 31, 2023, the borrowings were fully paid off upon maturity.

In December 2022, Tianjin Lianjia Baoye Real Estate Brokerage Co., Ltd entered into a RMB19.0 million 360-day short-term borrowing contract with a bank at a fixed borrowing rate of 3.58%. RMB3.2 million and RMB15.8 million were scheduled to be paid off on June 30, 2023 and December 25, 2023, respectively, according to the borrowing contract. By the end of December 31, 2023, the borrowings were fully paid off upon maturity.

In September 2023, Beike Technology Co., Ltd entered into a RMB277.8 million 267-day short-term borrowing contract with a bank at a fixed borrowing rate of 3.35%. RMB43.3 million, RMB47.8 million and RMB186.7 million are scheduled to be paid off on February 29, 2024, March 31, 2024 and June 21, 2024, respectively.

In December 2023, Tianjin Lianjia Baoye Real Estate Brokerage Co., Ltd entered into a RMB12.7 million 363-day short-term borrowing contract with a bank at a fixed borrowing rate of 3.30%. RMB3.2 million and RMB9.5 million are scheduled to be paid off on June 30, 2024 and December 25, 2024, respectively.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**14. ACCOUNTS PAYABLE**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Payable related to new home transaction business	4,333,474	4,081,051
Payable for home renovation materials and construction costs	867,045	1,375,333
Payable for advertising fees	186,604	305,108
Payable for internet service fees	104,603	166,085
Payable for leasehold improvements	90,271	92,924
Others	261,324	308,015
<b>Total</b>	<b>5,843,321</b>	<b>6,328,516</b>

An ageing analysis of the trade payable as of December 31, 2022 and 2023, based on the invoice date, is as follow:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
– Up to 3 months	5,259,873	5,980,363
– 3 months to 1 year	270,846	221,018
– Over 1 year	312,602	127,135
<b>Accounts payable</b>	<b>5,843,321</b>	<b>6,328,516</b>

**15. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
Deposit related to new home services	1,267,752	1,388,784
Deposit related to franchise services	956,121	1,014,348
Deposit related to home renovation and furnishing services	292,361	961,966
Deposit related to entrusted house lease services	303,793	832,877
Other tax payables	272,610	335,395
Accrued operating expenses	215,234	291,914
Payable related to escrow accounts services (i)	116,025	153,670
Payable related to employees' exercise of share-based awards	27,736	55,783
Deferred guarantee revenue	32,618	25,671
Others	633,818	635,540
<b>Total</b>	<b>4,118,068</b>	<b>5,695,948</b>

- (i) Payable related to escrow accounts services refers to escrow payments such as deposits, down payments and other payments collected from the property buyers on behalf of and payable to the property sellers. The escrow payments will be paid to property sellers according to the payment schedule of the property purchase agreement agreed by both parties.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**16. OTHER INCOME, NET**

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
Investment income, net	487,724	795,804	950,332
Government grants	1,059,907	668,372	762,070
Net gain (loss) on disposal of property, plant and equipment and intangible assets	(467)	653	(629)
Others	155,250	103,758	157,527
<b>Total</b>	<b>1,702,414</b>	<b>1,568,587</b>	<b>1,869,300</b>

**17. INTEREST INCOME, NET**

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
Interest income	385,375	769,094	1,291,485
Interest expense	(6,105)	(14,053)	(17,241)
Bank charges	(18,952)	(11,124)	(9,068)
Others	(5,751)	(433)	(1,844)
<b>Total</b>	<b>354,567</b>	<b>743,484</b>	<b>1,263,332</b>

**18. TAXATION**

**Income tax**

Current income tax is recorded in accordance with the laws of the relevant tax jurisdictions.

The Group applies the assets and liabilities method of income taxes in accordance of ASC 740-“Income Taxes”, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are provided based on temporary differences arising between the tax bases of assets and liabilities and financial statements, using enacted tax rates that will be in effect in the period in which the differences are expected to reverse.

Deferred tax assets are recognized to the extent that such assets are more-likely-than-not to be realized. In making such a determination, the Group considers all positive and negative evidence, including results of recent operations and expected reversals of taxable income. Valuation allowances are established to offset deferred tax assets if it is considered more-likely-than-not that the amount of the deferred tax assets will not be realized.

**Uncertain tax positions**

The Group accounts for uncertainty in income taxes recognized in the consolidated financial statements by applying the two-step approach to determine the amount of the benefit to be recorded. 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 the tax positions meet the “more-likely-than-not” recognition threshold, the second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon settlement. The Group classifies interest and penalties related to income tax matters, if any, as income tax expense.

The Group did not have any significant interest or penalties associated with tax positions for the years ended December 31, 2021, 2022 and 2023. The Group did not have any significant unrecognized uncertain tax positions for the years ended December 31, 2021, 2022 and 2023.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**18. TAXATION (CONTINUED)**

**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 or estate duty. There are no other taxes likely to be material to the Group levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in or brought within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments.

**British Virgin Islands**

The Group's subsidiaries incorporated in the British Virgin Islands are not subject to income or capital gains tax under the current laws of the British Virgin Islands. In addition, payment of dividends by the British Virgin Islands subsidiaries to their respective shareholders who are not resident in the British Virgin Islands, if any, is not subject to withholding tax in the British Virgin Islands.

**Hong Kong**

Hong Kong income tax rate is two-tiered profits tax regime, under which the tax rate is 8.25% on assessable profits on the first HK dollar 2 million and 16.5% on any assessable profits in excess of HK dollar 2 million. Hong Kong profits tax was provided for the assessable profit that was subject to Hong Kong profits tax during the years ended December 31, 2021, 2022 and 2023. Additionally, payments of dividends by the subsidiaries incorporated in Hong Kong to the Group are not subject to any Hong Kong withholding tax.

**China**

On March 16, 2007, the National People's Congress of PRC enacted a new Corporate Income Tax Law ("new CIT law"), under which Foreign Investment Enterprises ("FIEs") and domestic companies would be subject to corporate income tax at a uniform rate of 25%. The new CIT law became effective on January 1, 2008. Under the new CIT law, preferential tax treatments will continue to be granted to entities which conduct businesses in certain encouraged sectors and to entities otherwise classified as "small and micro businesses".

Certain enterprises benefit from a preferential tax rate of 15% under the EIT Law if they conducted business in certain encouraged high-tech sectors or areas and got the certificates from the competent tax authorities. Certain enterprises benefit from an exemption from income tax for the first two years and 50% reduction for the next three years from their first profitable year as they conduct business in certain encouraged software industry and get the certificates from the authorized software industry associations. The privileges cannot be applied simultaneously. Two, three and three entities in the Group for the years ended December 31, 2021, 2022 and 2023, respectively, were qualified as "high and new technology enterprise" and had a 15% preferential income tax rate. One entity in the Group has been entitled to the exemption of two years and halving for three years of corporate income tax from the profit – making year as a "software enterprise". The entity was exempted for income tax for the year ended December 31, 2021 and 2022, and is entitled to a preferential income tax rate of 12.5% for each of the three years in the period ending December 31, 2025.

Certain enterprises benefit from a preferential tax rate of 15% under the EIT Law if they are located in applicable PRC regions as specified in the Catalogue of Encouraged Industries in Western Regions (initially effective through the end of 2010 and further extended to 2030), or the Western Regions Catalogue, subject to certain general restrictions described in the EIT Law and the related regulations. Six, six and one entities in the Group for the years ended December 31, 2021, 2022 and 2023, respectively, were qualified as the enterprises within the Catalogue of Encouraged Industry in the Western Region and had a 15% preferential income tax rate.

The Group's other PRC subsidiaries, consolidated VIEs (inclusive of VIEs' subsidiaries) are subject to the statutory income tax rate of 25%.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**18. TAXATION (CONTINUED)**

**China (Continued)**

According to relevant laws and regulations promulgated by the State Taxation Administration of the PRC announced on March 26, 2023, effective from 2023 onwards, enterprises engaging in research and development activities are entitled to claim 200% of their qualified research and development expenses so incurred as tax deductible expenses when determining their assessable profits for the year (the “R&D Super Deduction”).

The components of income (loss) before tax for the years ended December 31, 2021, 2022 and 2023, are as follows:

	For the Year Ended December 31,		
	2021 RMB	2022 RMB (in thousands)	2023 RMB
<b>Income (loss) before income tax expense</b>			
Income from China operations	2,484,608	2,936,269	10,550,583
Loss from non-China operations	(1,343,882)	(2,643,979)	(2,666,588)
<b>Total income before income tax expense</b>	<b>1,140,726</b>	<b>292,290</b>	<b>7,883,995</b>
<b>Income tax expense from China operations</b>			
Current income tax expense	1,759,725	1,275,779	2,243,600
Deferred tax (benefit)/expense	(169,673)	237,615	(273,191)
<b>Income tax expense from China operations</b>	<b>1,590,052</b>	<b>1,513,394</b>	<b>1,970,409</b>
Income tax expense from non-China operations	75,440	176,180	23,982
<b>Total income tax expense</b>	<b>1,665,492</b>	<b>1,689,574</b>	<b>1,994,391</b>

For the years ended December 31, 2021, 2022 and 2023, loss from non-China operations are resulted from (i) share-based compensation expenses amounting to RMB1,538.3 million, RMB2,425.2 million and RMB3,215.5 million, respectively; and (ii) gains from investment in wealth management products amounting to RMB502.4 million, RMB192.4 million and RMB452.5 million, respectively.

The income tax expense (benefit) applicable to the Group’s operations for the years ended December 31, 2021, 2022 and 2023, differs from the amount computed by applying the PRC statutory income tax rate of 25% to income before tax due to the following:

	For the Year Ended December 31,		
	2021	2022	2023
Statutory income tax rate	25.0 %	25.0 %	25.0 %
Tax effect of preferential treatments	(12.4)%	(39.5)%	(3.7)%
Tax effect of tax-exempt entities	34.0 %	253.4 %	8.4 %
Effect on tax rates in different tax jurisdiction	2.1 %	33.0 %	0.3 %
Tax effect of permanent difference	49.7 %	151.9 %	(4.1)%
Tax effect of R&D deduction and others	(21.2)%	(58.0)%	(2.0)%
Change in valuation allowance	68.8 %	212.2 %	1.4 %
<b>Effect tax rates</b>	<b>146.0 %</b>	<b>578.0 %</b>	<b>25.3 %</b>

The changes of effective tax rate for the years ended December 31, 2021 and 2022 are primarily driven by the losses incurred by tax-exempt non-China operations, tax effect of permanent differences resulted from impairments of long-term equity investments, and increased valuation allowances established to offset deferred tax assets as it was considered more-likely-than-not that the amount of the deferred tax assets will not be realized.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**18. TAXATION (CONTINUED)**

**China (Continued)**

The following table sets forth the effect of tax holiday related to China operations:

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands, except for per share data)		
Tax holiday effect	141,554	115,521	294,698
Basic net income per share effect	0.04	0.03	0.08
Diluted net income per share effect	0.04	0.03	0.08
Denominator for basic net income (loss) per share-weighted average ordinary shares outstanding	3,549,122	3,569,179	3,521,380
Denominator for diluted net income (loss) per share-weighted average ordinary shares outstanding	3,549,122	3,569,179	3,611,653

**Deferred tax assets and liabilities**

The tax effects of temporary differences that give rise to the deferred income tax assets and liabilities as of December 31, 2022 and 2023 are as follows:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Deferred tax assets</b>		
Net operating loss carrying forward	2,788,131	3,144,161
Asset impairment	688,855	779,493
Deferred rental cost	48,290	17,642
Unrealized profits	184,837	154,012
Accrual expense	417,462	371,329
Others	81,420	75,825
Less: Valuation Allowance	(3,310,975)	(3,385,876)
<b>Deferred tax assets, net of valuation allowance</b>	<b>898,020</b>	<b>1,156,586</b>
<b>Deferred tax liability</b>		
Fair value change of certain investments	(45,559)	(18,544)
Intangible assets	(343,200)	(299,025)
Deferred revenue	(3,489)	(4,666)
<b>Total deferred tax liability</b>	<b>(392,248)</b>	<b>(322,235)</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**18. TAXATION (CONTINUED)****Deferred tax assets and liabilities (Continued)**

The movements of the valuation allowance for the years ended December 31, 2021, 2022 and 2023 are as follows:

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB (in thousands)	RMB
<b>Balance at the beginning of the year</b>	<b>(2,178,650)</b>	<b>(2,892,268)</b>	<b>(3,310,975)</b>
Remeasurement due to application of preferential tax rate	—	—	(17,011)
Additions	(1,293,679)	(1,029,453)	(794,643)
Reversals	571,595	575,365	687,180
Write-offs	8,466	35,381	49,573
<b>Balance at the end of the year</b>	<b>(2,892,268)</b>	<b>(3,310,975)</b>	<b>(3,385,876)</b>

A valuation allowance is provided against deferred tax assets when the Group determines that it is more-likely-than-not that the deferred tax assets will not be utilized in the future. The Group considers positive and negative evidence to determine whether some portion or all of the deferred tax assets will be more-likely-than-not realized. This assessment considers, among other matters, the nature, frequency and severity of recent losses and forecasts of future profitability. These assumptions require significant judgment and the forecasts of future taxable income are consistent with the plans and estimates the Group is using to manage the underlying businesses. The statutory income tax rate of 25% or applicable preferential income tax rates were applied when calculating deferred tax assets.

As of December 31, 2021, 2022 and 2023, the Group had net operating loss carryforwards of approximately RMB8,925.6 million, RMB11,545.8 million and RMB12,633.6 million, respectively, which arose from the Group's certain subsidiaries, VIEs and the VIEs' subsidiaries established in the PRC. As of December 31, 2021, 2022 and 2023, deferred tax assets arose from net operating loss carryforwards amounted to RMB2,210.1 million, RMB2,788.1 million and RMB3,144.2 million respectively, out of which, RMB2,153.5 million, RMB2,702.6 million and RMB2,848.8 million deferred tax assets were offset by valuation allowance, respectively, as it was considered more-likely-than-not that the amount of the deferred tax assets will not be realized. The remaining deferred tax assets, net of valuation allowance arose from net operating loss carryforwards as of December 31, 2021, 2022 and 2023 amounted to RMB56.6 million, RMB85.5 million and RMB295.3 million, respectively, is expected to be utilized prior to expiration considering future taxable income for respective entities. As of December 31, 2023, the net operating loss carryforwards of RMB12,633.6 million will expire in the years ending December 31, 2024 through 2028, respectively, if not utilized.

The Group intends to indefinitely reinvest all the undistributed earnings of the VIEs and subsidiaries of the VIEs in China, and does not plan to have any of its PRC subsidiaries to distribute any dividend out of PRC; therefore no withholding tax is expected to be incurred in the foreseeable future. Accordingly, no income tax is accrued on the undistributed earnings of the VIEs and subsidiaries of the VIEs as of December 31, 2021, 2022 and 2023. Although the Group's certain PRC subsidiaries have generated accumulated earnings as of December 31, 2023, they have not paid any dividends in the past and currently have no plans to pay any dividends out of PRC. These PRC subsidiaries plan to reinvest their profits into the PRC operations.

The Group does not intend to have any of its PRC subsidiaries or VIEs distribute any undistributed profit of such subsidiaries or VIEs to their direct overseas parent companies, but rather intends that such profits will be permanently reinvested by such subsidiaries and VIEs for their PRC operations. As of December 31, 2023, the total number of undistributed profits from the PRC subsidiaries and VIEs for which no withholding tax had been accrued was RMB31,917 million, and the unrecognized tax liabilities were RMB3,192 million.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**18. TAXATION (CONTINUED)****Withholding tax on undistributed dividends**

The new 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 EIT Law merely 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 of the PRC should be considered a resident enterprise for PRC tax purposes.

The new CIT law also imposes a withholding income tax of 10% on dividends distributed by an VIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an VIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the VIE). The Group did not record any dividend withholding tax on the retained earnings of its FIEs in the PRC, as the Group intends to reinvest all earnings in China to further expand its business in China, and the VIEs do not intend to declare dividends on the retained earnings to their immediate foreign holding companies.

**19. SHARE-BASED COMPENSATION**

Compensation expenses recognized for share-based awards granted by the Group were as follows:

	<b>For the Year Ended December 31,</b>		
	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<b>RMB</b>	<b>RMB</b>	<b>RMB</b>
		<b>(in thousands)</b>	
<b>Included in:</b>			
Cost of revenues	406,131	356,844	502,523
Sales and marketing expenses	110,446	121,396	180,465
General and administrative expenses	595,732	1,659,755	2,345,895
Research and development expenses	425,978	287,254	186,666
<b>Total</b>	<b>1,538,287</b>	<b>2,425,249</b>	<b>3,215,549</b>
Share-based compensation related to share options (a)	1,504,025	970,551	771,151
Share-based compensation related to restricted share units (b)	34,262	361,071	813,294
Share-based compensation related to restricted shares (c)	—	1,093,627	1,631,104
<b>Total</b>	<b>1,538,287</b>	<b>2,425,249</b>	<b>3,215,549</b>

There was no income tax benefit recognized in the consolidated statements of comprehensive income (loss) for share-based compensation expenses and the Group did not capitalize any of the share-based compensation expenses as part of the cost of any assets during the years ended December 31, 2021, 2022 and 2023.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**19. SHARE-BASED COMPENSATION (CONTINUED)**

**(a) Share-based compensations related to share options**

*2018 Share Option Plan*

On August 20, 2018, the Group adopted the “Pre-IPO Share Option Scheme” (the “2018 Share Option Plan”), an equity-settled share-based compensation plan with the purpose of providing incentives and rewards to its employees, directors and consultants of the Group who have contributed or will contribute to the Group. The maximum number of shares that may be issued under the 2018 Share Option Plan shall be 350,225,435 Class A Ordinary Shares of the Group on December 28, 2018. Share options granted under 2018 Share Option Plan have a contractual term of ten years from the stated vesting commencement date, and are generally scheduled to be vested over continuous service period of one to five years.

Under the 2018 Share Option Plan, share options granted to employees of the Group are only exercisable upon the occurrence of an initial public offering of the Group.

The following table summarizes activities of the Company’s share options under 2018 Share Option Plan as converted to the number of ordinary shares of the Company:

	Number of options outstanding	Weighted average exercise price US\$	Weighted average remaining contractual life In Years	Aggregate intrinsic value US\$ (in thousands)
<b>Outstanding as of December 31, 2020</b>	<b>138,381,390</b>	0.00002	8.29	2,838,661
Granted	20,341,532	0.00002		
Exercised	(57,076,970)	0.00002		
Forfeited	(8,913,268)	0.00002		
<b>Outstanding as of December 31, 2021</b>	<b>92,732,684</b>	0.00002	8.11	621,926
<b>Outstanding as of December 31, 2021</b>	<b>92,732,684</b>	0.00002	8.11	621,926
Granted	4,073,400	0.00002		
Exercised	(24,383,373)	0.00002		
Forfeited or Cancelled or Lapsed	(12,600,293)	0.00002		
<b>Outstanding as of December 31, 2022</b>	<b>59,822,418</b>	0.00002	7.30	278,373
<b>Outstanding as of December 31, 2022</b>	<b>59,822,418</b>	0.00002	7.30	278,373
Exercised	(17,029,713)	0.00002		
Forfeited or Cancelled	(2,443,122)	0.00002		
<b>Outstanding as of December 31, 2023</b>	<b>40,349,583</b>	0.00002	6.39	218,022
Vested and exercisable as of December 31, 2021	10,816,028	0.00002	6.96	72,539
Vested and exercisable as of December 31, 2022	8,393,147	0.00002	6.56	39,056
Vested and exercisable as of December 31, 2023	7,610,018	0.00002	5.81	41,119

The weighted-average grant date fair value for options granted under 2018 Share Option Plan for the years ended December 31, 2021, and 2022 was US\$15.7 and US\$5.8, respectively, computed using the binomial option pricing model. No share option was granted under 2018 Share Option Plan for the year ended December 31, 2023.

During the years ended December 31, 2021, 2022 and 2023, the aggregate intrinsic value of share options exercised was US\$788 million, US\$129 million and US\$93 million, respectively.

The total share-based compensation expenses recognized for share options during the years ended December 31, 2021, 2022 and 2023 was RMB1,504.0 million, RMB970.6 million and RMB771.2 million.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**19. SHARE-BASED COMPENSATION (CONTINUED)**

The fair value of each option granted under the Company's Share Awards in 2018 Share Option Plan for the years ended December 31, 2021 and 2022 was estimated on the date of each grant using the binomial option pricing model with the assumptions (or ranges thereof) in the following table:

	<u>For the Year Ended December 31,</u>	
	<u>2021</u>	<u>2022</u>
Exercise price (US\$)	US\$ 0.00002	US\$ 0.00002
Fair value of ordinary shares (US\$)	5.51~22.33	3.72 ~ 6.31
Expected volatility	51.0%~52.2 %	48.8% ~ 52.6 %
Expected term (in years)	10	10
Expected dividend yield	0 %	0 %
Risk-free interest rate	1.9%~2.3 %	2.3% ~ 4.2 %

Risk-free interest rate is estimated based on the yield curve of US Sovereign Bond as of the option valuation date. The expected volatility at the grant date and each option valuation date is estimated based on annualized standard deviation of daily stock price return of comparable companies with a time horizon close to the expected expiry of the term of the options. The Group did not anticipate any dividend payments in the foreseeable future. Expected term is the contract life of the options.

As of December 31, 2023, there was RMB716.0 million of unrecognized compensation expense related to the share options granted to the Group's employees, which are expected to be recognized over a weighted-average period of 1.4 years and may be adjusted for future changes in forfeitures.

**(b) Share-based compensations related to restricted share units***2020 Share Incentive Plan*

In July 2020, the Group adopted a 2020 Global Share Incentive Plan (the "2020 Share Incentive Plan"), pursuant to which the maximum number of shares of the Group available for issuance pursuant to all awards under the 2020 Share Incentive Plan (the "Award Pool") shall initially be 80,000,000 shares, plus an annual increase on the first day of each fiscal year of the Group during the ten-year term of this plan commencing with the fiscal year beginning January 1, 2021, by an amount equal to the lesser of (i) 1.0% of the total number of shares issued and outstanding on the last day of the immediately preceding fiscal year, and (ii) such number of shares as may be determined by the Board. The size of the Award Pool to be equitably adjusted in the event of any share dividend, subdivision, reclassification, recapitalization, split, reverse split, combination, consolidation or similar transactions.

In April 2022, the Group adopted the amended 2020 Global Share Incentive Plan (the "Amended 2020 Share Incentive Plan"), under which the maximum aggregate number of Class A Ordinary Shares, per value of US\$0.00002 each, may be issued pursuant to all awards under the Amended 2020 Plan is 253,246,913 upon the Listing.

Pursuant to the Amended 2020 Share Incentive Plan, 46,425,615 restricted share units have been granted to employees of the Group during the year ended December 31, 2023, which are generally scheduled to be vested over continuous service period of one to five years.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**19. SHARE-BASED COMPENSATION (CONTINUED)**

The following table summarizes activities of the Group's restricted share units under 2020 Share Incentive Plan:

	Number of RSU outstanding	Weighted average grant-date fair value US\$
<b>Outstanding as of December 31, 2020</b>	—	—
Granted	2,525,730	11.85
Forfeited	(83,607)	15.89
<b>Outstanding as of December 31, 2021</b>	<b>2,442,123</b>	<b>11.72</b>
<b>Outstanding as of December 31, 2021</b>	<b>2,442,123</b>	<b>11.72</b>
Granted	44,012,712	5.90
Vested	(576,720)	7.89
Forfeited	(4,375,617)	7.05
<b>Outstanding as of December 31, 2022</b>	<b>41,502,498</b>	<b>6.08</b>
<b>Outstanding as of December 31, 2022</b>	<b>41,502,498</b>	<b>6.08</b>
Granted	46,425,615	6.03
Vested	(5,963,517)	5.90
Forfeited or Cancelled	(2,002,524)	6.21
<b>Outstanding as of December 31, 2023</b>	<b>79,962,072</b>	<b>6.07</b>

The total share-based compensation expenses recognized for restricted share units for the year ended December 31, 2021, 2022 and 2023 was RMB34.3 million, RMB361.1 million and RMB813.3 million.

As of December 31, 2023, there was RMB2,294.5 million of unrecognized compensation expense related to restricted share units granted to the Group's employees, which are expected to be recognized over a weighted-average period of 2.8 years and may be adjusted for future changes in forfeitures.

The total fair value of shares vested for restricted share units for the year ended December 31, 2021, 2022 and 2023 was nil, RMB29.6 million and RMB231.1 million.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**19. SHARE-BASED COMPENSATION (CONTINUED)**

**(c) Share-based compensation related to restricted shares**

*2022 Share Incentive Plan*

In May 2022, the Group adopted a 2022 Global Share Incentive Plan (the “2022 Share Incentive Plan”), pursuant to which the maximum number of shares of the Group available for issuance pursuant to all awards under the 2022 Share Incentive Plan (the “Award Pool”) shall be 125,692,439.

Pursuant to the 2022 Share Incentive Plan, 71,824,250 and 53,868,189 restricted Class A ordinary shares have been issued to Mr. PENG Yongdong, chairman and chief executive officer of the Group, and Mr. SHAN Yigang, an executive director of the Group, on May 5, 2022. Such restricted shares are not transferable and may not be sold, pledged or otherwise disposed of and are not entitled to receive dividends paid. Such restrictions will be removed in whole in five years from May 5, 2022 with restriction on certain portion being removed in each year, subject to the approval by a resolution of the Compensation Committee of the Board. The restricted shares are granted in two agreements and the vesting schedule according to each restricted share agreement is as below:

— 50% of the restrictions on transfer and dividend rights of the restricted shares are removed on the first and second anniversary of the stated vesting commencement date respectively;

— One-third of the restrictions on transfer and dividend rights of the restricted shares are removed on the third, fourth and fifth anniversary of the stated vesting commencement date respectively.

In May 2023, the restrictions on transfer and dividend rights of 50% of the restricted shares granted to Mr. Peng Yongdong and Mr. Shan Yigang are removed upon vesting, which was approved by the Compensation Committee of the Board.

The previous resolution for removing the restrictions on certain portion of the Restricted Shares was resolved to be null and void by the Compensation Committee in September 2023 after a discussion with Mr. Peng Yongdong and Mr. Shan Yigang. Such portion of the Restricted Shares will continue to be subject to the restrictions.

RMB809.4 million and RMB1,225.9 million has been recognized following the original vesting schedule of the restricted shares for the years ended December 31, 2022 and 2023, respectively. No additional compensation charge related to the re-restriction of these shares for the year ended December 31, 2023.

*Shengdu Acquisition*

According to the amended acquisition agreement signed between the Group, Shengdu and Shengdu’s original shareholders, the Group issued 44,315,854 restricted Class A Ordinary Shares to the Shengdu’s original shareholders to acquired Shengdu’s 51% equity interest on April 20, 2022. Such restricted shares are restricted from the transfer, sale, pledge or any other form of disposal. 30%, 30% and 40% of the restrictions on the restricted shares are removed on the first, second and third anniversary of the stated vesting commencement date respectively.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**19. SHARE-BASED COMPENSATION (CONTINUED)**

The following table summarizes activities of the Group’s restricted shares under 2022 Share Incentive Plan and Shengdu Acquisition:

	Number of restricted shares outstanding	Weighted average grant-date fair value US\$
<b>Outstanding as of December 31, 2021</b>	—	—
Granted	170,008,293	4.38
<b>Outstanding as of December 31, 2022</b>	<b>170,008,293</b>	<b>4.38</b>
<b>Outstanding as of December 31, 2022</b>	<b>170,008,293</b>	<b>4.38</b>
Vested*	(13,292,404)	4.29
<b>Outstanding as of December 31, 2023</b>	<b>156,715,889</b>	<b>4.39</b>

\* 16,416,972 and 12,312,729 restricted shares granted to Mr. PENG Yongdong and Mr. SHAN Yigang that vested and re-restricted during the year 2023 are presented on a net basis.

The total share-based compensation expenses recognized for restricted shares for the year ended December 31, 2022 and 2023 was RMB1,093.6 million and RMB1,631.1 million.

As of December 31, 2023, there was RMB2,132.2 million of unrecognized compensation expense related to restricted shares granted to the Group’s employees, which are expected to be recognized over a weighted-average period of 2.5 years and may be adjusted for future changes in forfeitures.

The total fair value of shares vested for restricted shares for the year ended December 31, 2022 and 2023 was nil and RMB364.9 million.

**20. ORDINARY SHARES**

*Shares*

In August 2020, the Company completed its IPO on the New York Stock Exchange (“NYSE”). The Company received total net proceeds of approximately US\$2,358.8 million after deducting US\$79.2 million of underwriter commissions and relevant offering expenses.

In November 2020, the Company completed a follow-on public offering on the NYSE. The Company received total net proceeds of approximately US\$2,322.6 million after deducting US\$38.5 million of underwriter commissions and relevant offering expenses.

On November 8, 2021, an extraordinary general meeting of shareholders of the Company was held. The Memorandum and Articles of Association was amended that the Class B ordinary shares shall only be held by the Founder and Mr. PENG Yongdong and Mr. SHAN Yigang (“Co-founders”), and the immediate family members, any trust for the benefit of the Co-Founder and/or any of the immediate family members, and any corporation, partnership or any other entity ultimately controlled by the Co-Founder and/or any of the immediate family members (together, the “Co-Founder Affiliates”). And the shareholders approved that 110,116,275 Class A ordinary shares that were held by Ever Orient International Limited and beneficially owned by Mr. PENG Yongdong, chairman and chief executive officer of the Company, and 47,777,775 Class A ordinary shares that were held by Clover Rich Limited and beneficially owned by Mr. SHAN Yigang, an executive director of the Company, were re-designated and re-classified as Class B Ordinary Shares on a 1:1 basis, such Class B Ordinary Shares to rank pari passu in all respects with all other existing Class B Ordinary Shares in the authorized share capital of the Company, and that the rights, preferences, privileges and restrictions attaching to such re-designated shares shall be varied accordingly (the “Share Re-designation”). Immediately prior to the resolutions above become effective, Propitious Global Holdings Limited converted 157,894,050 of its Class B ordinary shares into Class A ordinary shares on a 1:1 basis. Propitious Global Holdings Limited, the Company’s principal shareholder, is ultimately controlled by Z&Z Trust, the beneficiaries of which are the immediate family members of Mr. ZUO Hui, who has passed away in May 2021.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**20. ORDINARY SHARES (CONTINUED)**

On March 31, 2022, the management of the Group, Shengdu and Shengdu's selling shareholders agreed to enter into an amended share purchase agreement, pursuant to which the Group agreed to issue 44,315,854 restricted Class A ordinary Shares to the selling shareholders of Shengdu as a part of consideration for acquisition of Shengdu. The restricted shares were issued on April 20, 2022 subject to three years' restriction. As of December 31, 2023, 13,292,404 shares' restriction was removed.

On May 5, 2022, the Group issued 71,824,250 and 53,868,189 restricted Class A ordinary shares under the Company's 2022 Global Share Incentive Plan to Mr. PENG Yongdong and Mr. SHAN Yigang. Such restrictions will be removed in whole in five years from May 5, 2022 with restriction on certain portion being removed in each year, subject to the approval by a resolution of the Compensation Committee of the Board. As of December 31, 2023, there was no shares' restriction removed.

On May 11, 2022, Propitious Global Holdings Limited converted 727,407,230 of its Class B ordinary shares into Class A ordinary shares on a 1:1 basis. Propitious Global Holdings Limited, the Company's principal shareholder, is ultimately controlled by Z&Z Trust.

On August 12, 2022, an amendment to the Memorandum and Articles of Association was approved by the shareholders during an annual general meeting, according to which, the authorised share capital of the Company is US\$500,000 divided into 25,000,000,000 shares, comprising (i) 24,114,698,720 Class A ordinary shares with a par value of US\$0.00002 each and (ii) 885,301,280 Class B ordinary shares with a par value of US\$0.00002 each.

On December 8, 2022, Ever Orient International Limited and Clover Rich Limited converted 1,023,202 and 443,952 Class B ordinary shares to Class A Ordinary Shares on a 1:1 basis, respectively.

On February 17, 2023, Ever Orient International Limited and Clover Rich Limited converted 212,479 and 92,191 Class B ordinary shares to Class A Ordinary Shares on a 1:1 basis, respectively.

On June 29, 2023, Ever Orient International Limited and Clover Rich Limited converted 1,144,392 and 496,534 Class B ordinary shares to Class A Ordinary Shares on a 1:1 basis, respectively.

On August 28, 2023, Ever Orient International Limited and Clover Rich Limited converted 1,165,668 and 505,766 Class B ordinary shares to Class A Ordinary Shares on a 1:1 basis, respectively.

On November 28, 2023, Ever Orient International Limited and Clover Rich Limited converted 1,014,947 and 440,370 Class B ordinary shares to Class A Ordinary Shares on a 1:1 basis, respectively.

As of December 31, 2023, the Company issued 60,852,775 Class A Ordinary Shares to employee trust controlled by the Company upon early exercise of options, of which 49,319,159 shares have been exercised by employees.

During the year ended December 31, 2021, 2022 and 2023, the Company issued 38,944,380, 31,999,998 and 88,800,000 Class A Ordinary Shares to the depositary bank for future exercise of employees' share options, of which 55,711,134 shares have been exercised by employees as of December 31, 2023.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**20. ORDINARY SHARES (CONTINUED)**

Holders of Class A Ordinary Shares and Class B Ordinary Shares have the same rights except for conversion and voting rights. Class B Ordinary Shares shall only be held by Mr. PENG Yongdong and Mr. SHAN Yigang (each of whom, a “Co-Founder”) a Director Holding Vehicle wholly-owned and wholly-controlled by a Co-Founder, as defined in the currently effective memorandum and articles of association. Class B ordinary shares may be converted into the same number of Class A ordinary shares by the holders thereof at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares under any circumstances. Subject to the Hong Kong Listing Rules or other applicable laws or regulations, each Class B ordinary share shall be automatically converted into one Class A ordinary share upon the occurrence of any of the following events: (i) the holder of such Class B ordinary shares dies, ceases to be a director or a Director Holding Vehicle wholly-owned and wholly-controlled by a Co-Founder, or is deemed by the Hong Kong Stock Exchange to be incapacitated for the purpose of performing his or her duties as a director or no longer meet the requirements of a director as set out in the Hong Kong Listing Rules; (ii) the transfer to another person of the beneficial ownership of, or economic interest in, such Class B ordinary share or the control over the voting rights attached to such Class B ordinary share other than (a) the grant of any lien, pledge, charge or other encumbrance over such share which does not result in the transfer of the legal title or beneficial ownership of, or the voting rights attached to, such share, until the same is transferred upon the enforcement of such lien, pledge, charge or other encumbrance and (b) a transfer of the legal title to such share by a Co-Founder to a Director Holding Vehicle wholly-owned and wholly-controlled by him, or by a Director Holding Vehicle wholly-owned and wholly-controlled by a Co-Founder to the Co-Founder holding and controlling it or another Director Holding Vehicle wholly-owned and wholly-controlled by such Co-Founder; and (iii) a Director Holding Vehicle holding such Class B Ordinary Shares no longer complies with the principle that the weighted voting rights attached to a beneficiary’s shares must cease upon transfer to another person of the beneficial ownership of, or economic interest in, those shares or the control over the voting rights attached to them. Upon any sale, transfer, assignment or disposition of any Class B ordinary share by a holder thereof to any person other than the Co-Founders or Co-Founder affiliates, or upon a change of control of the ultimate beneficial ownership of any Class B ordinary share to any person other than the Co-Founders or Co-Founder Affiliates, such Class B ordinary share shall be automatically and immediately converted into one Class A ordinary share. Holders of Class A ordinary shares and Class B ordinary shares shall, at all times, vote together as one class on all matters submitted to a vote by the members at any general meeting of our company. Each Class A ordinary share shall be entitled to one vote on all matters subject to the vote at general meetings of our company, and each Class B ordinary share shall be entitled to ten votes on all matters subject to the vote at general meetings of our company.

*Share repurchase program*

In May 2022, the Board of directors of the Company authorized a share repurchase program under which the Company may repurchase up to US\$1 billion of its ADSs and/or Class A ordinary shares in the open market at prevailing market prices, through privately negotiated transactions, in block trades and/or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations, over a 12-month period, subject to obtaining general mandate from shareholders. On August 12, 2022, general mandate was obtained from the shareholders during Annual General Meeting. As of and for the year ended December 31, 2022, the Company repurchased 41,707,914 Class A ordinary shares in the open market at prevailing market prices, which was classified to treasury shares. Total consideration paid for the purchases was US\$187.3 million (RMB1,319.8 million). On December 8, 2022, the Company cancelled 35,246,628 Class A ordinary shares with a par value of US\$0.00002 per share, which were repurchased during September and October 2022.

On June 15, 2023, the Annual General Meeting approved to grant the board of directors a general unconditional mandate to purchase the Company’s own shares which covers the repurchases under the Extended Share Repurchase Program until the conclusion of the next AGM of the Company. On August 31, 2023, the Board of directors approved modifications to the existing share repurchase program, pursuant to which the repurchase authorization has been increased from US\$1 billion of its Class A ordinary shares and/or ADSs to US\$2 billion of its Class A ordinary shares and/or ADSs and extended until August 31, 2024.

For the year ended December 31, 2023, the Company repurchased 141,064,215 Class A ordinary shares in the open market at prevailing market prices, and the total consideration paid for the purchases was US \$723.2 million (RMB5,150.6 million). During the year ended December 31, 2023, the Company cancelled 123,459,369 Class A ordinary share with a par value of US\$0.00002 per share, which were repurchased under the share repurchase program.

As of December 31, 2023, 182,772,129 Class A ordinary shares have been purchased under the repurchase program with total consideration approximately US\$910.5 million (RMB6,470.6 million).

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**21. FAIR VALUE MEASUREMENT**

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy on recurring basis as of December 31, 2022 and 2023:

	December 31, 2022 RMB	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1) RMB	Significant other observable inputs (Level 2) RMB	Significant other unobservable inputs (Level 3) RMB
(in thousands)				
<b>Assets</b>				
<i>Fair value disclosure</i>				
Short-term investments				
Short-term time deposits	3,911,410	—	3,911,410	—
Held-to-maturity debt investments	3,571,060	—	3,571,060	—
Long-term investments				
Long-term time deposits	11,064,516	—	11,064,516	—
Held-to-maturity debt investments	138,485	—	138,485	—
<i>Fair value measurements on a recurring basis</i>				
Short-term investments				
Equity investments at fair value with readily determinable fair value				
Listed equity securities	70,415	70,415	—	—
Wealth management products	26,491,683	—	23,492,290	2,999,393
Available-for-sale debt investments	1,380,668	—	1,380,668	—
Long-term investments				
Equity investments without readily determinable fair value using NAV practical expedient (i)				
	91,005			
Equity investments at fair value with readily determinable fair value	37,134	37,134	—	—
Investments accounted for at fair value	1,026,555	—	900,500	126,055
Available-for-sale debt investments	5,126,289	—	5,126,289	—
<b>Total</b>	<b>52,909,220</b>	<b>107,549</b>	<b>49,585,218</b>	<b>3,125,448</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**21. FAIR VALUE MEASUREMENT (CONTINUED)**

	December 31, 2023	Fair value measurement at reporting date using		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant other unobservable inputs (Level 3)
	RMB	RMB	RMB	RMB
	(in thousands)			
<b>Assets</b>				
<i>Fair value disclosure</i>				
Short-term investments				
Short-term time deposits	7,690,166	—	7,690,166	—
Held-to-maturity debt investments	144,133	—	144,133	—
Long-term investments				
Long-term time deposits	15,352,785	—	15,352,785	—
Held-to-maturity debt investments	1,701,240	—	1,701,240	—
<i>Fair value measurements on a recurring basis</i>				
Short-term investments				
Wealth management products	26,415,902	—	24,000,694	2,415,208
Long-term investments				
Equity investments without readily determinable fair value using NAV practical expedient (i)	86,240			
Equity investments at fair value with readily determinable fair value	32,745	32,745	—	—
Investments accounted for at fair value	627,367	—	512,200	115,167
Available-for-sale debt investments	5,262,159	—	5,262,159	—
<b>Total</b>	<b>57,312,737</b>	<b>32,745</b>	<b>54,663,377</b>	<b>2,530,375</b>

- (i) Investments are measured at fair value using NAV as a practical expedient. These investments have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated balance sheet.

The following table summarizes the activities related to fair value of the short-term wealth management products:

	Amounts RMB (in thousands)
<b>Balance at December 31, 2021 (Level 3)</b>	<b>2,289,646</b>
Transfer from long-term investment	3,317,493
Change in fair value (i)	(1,077)
Exchange adjustment	197,924
Disposal	(2,804,593)
<b>Balance at December 31, 2022 (Level 3)</b>	<b>2,999,393</b>
Change in fair value (i)	136,907
Exchange adjustment	48,354
Disposal	(769,446)
<b>Balance at December 31, 2023 (Level 3)</b>	<b>2,415,208</b>

- (i) Recognized as “Fair value changes in investments, net” on the consolidated statements of comprehensive income (loss).

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**21. FAIR VALUE MEASUREMENT (CONTINUED)**

The following table summarizes the activities related to long-term investments accounted for at fair value:

	<b>Amounts</b>
	<b>RMB</b>
	<b>(in thousands)</b>
<b>Balance at December 31, 2021 (Level 3)</b>	<b>3,583,898</b>
Change in fair value (i)	(283,214)
Dividend Received	(412)
Investment Made	46,972
Exchange adjustment	132,304
Disposal	(36,000)
Transfer to short-term investment	(3,317,493)
<b>Balance at December 31, 2022 (Level 3)</b>	<b>126,055</b>
Change in fair value (i)	4,007
Disposal	(14,895)
<b>Balance at December 31, 2023 (Level 3)</b>	<b>115,167</b>

(i) Recognized as “Fair value changes in investments, net” on the consolidated statements of comprehensive income (loss).

*Assets Measured at Fair Value on a Non-Recurring Basis**Investments without readily determinable fair value.*

The Group measures equity method investments at fair value on a non-recurring basis only if an impairment charge is recognized.

For those equity investments without readily determinable fair value and accounted for other than under the equity method, the Group measures them at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. If this measurement alternative is elected, changes in the carrying value of the equity investments will be required to be made whenever there are observable price changes in transactions for identical or similar investments of the same issuer. The implementation guidance notes that an entity should make a “reasonable effort” to identify price changes that are known or that can reasonably be known.

As of December 31, 2022 and 2023, certain investments were assessed for impairment by considering factors, including but not limited to, the stage of development, the business plan, the financial condition, the sufficiency of funding and the operating performance of the investee companies. These investments were measured using unobservable inputs (Level 3) and written down from their respective carrying values to fair value, with impairment charges incurred and recorded in consolidated statements of comprehensive income (loss) for the years then ended.

*Non-financial assets.*

The Group’s non-financial assets, such as intangible assets, goodwill and property, plant and equipment, would be measured at fair value only if they were determined to be impaired.

The Group reviews the long-lived assets and certain identifiable intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Impairment loss for those assets were recognized based on the impairment test using discounted cash flow method. The impairment recognized on the intangible assets and long-lived assets based on management’s assessment amount to RMB14.3 million, RMB6.3 million and nil, for the years ended December 31, 2021, 2022 and 2023, respectively.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**21. FAIR VALUE MEASUREMENT (CONTINUED)**

The Group has a policy to perform goodwill impairment testing at the reporting unit level on December 31 annually, and between annual tests whenever a triggering event occurs. When performing the quantitative impairment test at reporting unit level, the Group considers a number of factors including but not limited to expected future cash flows, growth rates, discount rates, and comparable multiples from publicly traded companies in the industry. The impairment recognized on goodwill based on management's assessment amount to RMB732.4 million, RMB141.8 million and RMB93.4 million for the years ended December 31, 2021, 2022 and 2023, respectively. The fair value of reporting units was determined using Level 3 inputs.

**22. SEGMENT INFORMATION**

(a) Description of segments

The Group's organizational structure is based on a number of factors that the CODM uses to evaluate, view and run its business operations which include, but are not limited to, customer base, homogeneity of services and technology. The Group's operating segments are based on this organizational structure and information reviewed by the Group's CODM to evaluate the operating segment results.

Prior to the Reorganization, the Group had one reportable segment. Concurrent with the Reorganization, effective from 2019, the Group changed its internal organizational structure and separated its businesses into three segments, which were existing home transaction services, new home transaction services and emerging and other services, in light of the significant growth in new home transaction services business and emerging and other services business. Later in the first quarter of 2020, the Group further updated the financial measures provided to the CODM.

As a result of the acquisition of Shengdu, which was closed on April 20, 2022, the Group updated its internal organizational structure resulting in four segments, which were existing home transaction services, new home transaction services, home renovation and furnishing, and emerging and other services. In the second quarter of 2022, the Group updated the financial measures provided to the CODM.

These changes in segment reporting align with the manner in which the Group's CODM currently receives and uses financial information to allocate resources and evaluate the performance of reporting segments. These changes in segment presentation do not affect consolidated balance sheets, consolidated statements of comprehensive income (loss) or consolidated statements of cash flows. The Group retrospectively revised prior period segment information, to conform to current period presentation.

The Group now operates its businesses in four segments: existing home transaction services, new home transaction services, home renovation and furnishing, and emerging and other services. The following summary describes the operations in each of the Group's reportable segment:

- (1) Existing home transaction services: The existing home transaction segment provides services in existing home market include i) agency services to sales or leases of existing homes, either through acting as the principal agent or a participating agent in collaboration with the principal agents; ii) platform and franchise services to brokerage firms on Beike platform who provide agency services in existing home market; iii) Other transaction services, such as transaction closing service through the Group's transaction center.
- (2) New home transaction services: The new home transaction business segment provides new home transaction services in new home market. New home transaction services refer to agency services provided to real estate developers to facilitate sales of new properties developed by the real estate developers to property buyers. The Group signs the new home transaction services contracts with the sales companies of the developers and then mobilizes all agents registered with the platform to fulfil such contracts.
- (3) Home renovation and furnishing: The home renovation and furnishing business segment provides a one-stop solution to give housing customers access to a comprehensive range of home renovation and furnishing, ranging from interior design, renovation, re-modeling, furnishing, supplies, to after-sales maintenance and repair.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**22. SEGMENT INFORMATION (CONTINUED)**

- (4) Emerging and other services: Emerging and other services include rental property management service business, financial service business and other newly developed businesses.

Material costs, property leasing costs, commission and compensation costs include material costs related to home renovation and furnishing and compensation to agents, sales professionals or renovation workers who are the Group's employees or contractors as well as split commission to brokerage firms who signs channel sale agency service agreements with the Group and property leasing costs related to rental property management service.

Commission and compensation costs in existing home market are mainly to those who are the Group's employees or contractors. Commissions and compensation costs in new home market are mainly to brokerage firms who sign channel sale agency service agreements with the Group. Commission and compensation costs in home renovation and furnishing market are mainly to renovation workers who are the Group's employees or contractors. Material costs in home renovation and furnishing market are mainly to suppliers according to corresponding contracts. Property leasing costs related to rental property management service are mainly to property owners according to corresponding lease contracts.

- (b) Segments data

The following tables present summarized information by segment:

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB (in thousands)	RMB
<b>Net revenues:</b>			
Existing home transaction services	31,947,953	24,123,703	27,954,135
New home transaction services	46,472,378	28,650,374	30,575,778
Home renovation and furnishing	197,452	5,046,627	10,850,497
Emerging and other services	2,134,656	2,848,075	8,396,522
<b>Total</b>	<b>80,752,439</b>	<b>60,668,779</b>	<b>77,776,932</b>
<b>Material costs, property leasing costs, commission and compensation costs:</b>			
Existing home transaction services	(20,123,501)	(14,510,838)	(14,762,910)
New home transaction services	(37,525,240)	(21,886,020)	(22,455,253)
Home renovation and furnishing	(195,869)	(3,562,068)	(7,705,325)
Emerging and other services	(288,593)	(1,956,468)	(6,380,385)
<b>Total</b>	<b>(58,133,203)</b>	<b>(41,915,394)</b>	<b>(51,303,873)</b>
<b>Contribution:</b>			
Existing home transaction services	11,824,452	9,612,865	13,191,225
New home transaction services	8,947,138	6,764,354	8,120,525
Home renovation and furnishing	1,583	1,484,559	3,145,172
Emerging and other services	1,846,063	891,607	2,016,137
<b>Total</b>	<b>22,619,236</b>	<b>18,753,385</b>	<b>26,473,059</b>

As substantially all of the Group's long-lived assets are located in the PRC and substantially all of the Group's revenue of reportable segments are derived from China based on the geographical locations where services and products are provided to customers, no geographical information is presented.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**23. NET INCOME (LOSS) PER SHARE**

Basic net income (loss) per share is the amount of net income (loss) attributable to each share of ordinary shares outstanding during the reporting period. Diluted net income (loss) per share is the amount of net income (loss) attributable to each share of ordinary shares outstanding during the reporting period adjusted to include the effect of potentially dilutive ordinary shares. 41,217,159 non-vested share options and 31,140 non-vested RSUs on a weighted average basis were excluded from the calculation of diluted net loss per share for the year ended December 31, 2021 because of their anti-dilutive effect. 4,437,739 non-vested RSUs and 24,445,441 non-vested restricted shares on a weighted average basis were excluded from the calculation of diluted net loss per share for the year ended December 31, 2022 because of their anti-dilutive effect.

The following table sets forth the computation of basic and diluted net income (loss) per share for the years and periods indicated:

	For the Year Ended December 31,		
	2021	2022	2023
	(RMB in thousands, except for share and per share data)		
<b><u>Numerator:</u></b>			
Net income (loss) attributable to KE Holdings Inc.	(524,129)	(1,386,074)	5,883,224
Net income (loss) attributable to KE Holdings Inc.'s ordinary shareholders	(524,129)	(1,386,074)	5,883,224
<b><u>Denominator:</u></b>			
Denominator for basic net income (loss) per share-weighted average ordinary shares outstanding	3,549,121,628	3,569,179,079	3,521,379,938
Adjustments for dilutive share options	—	—	9,338,346
Adjustments for dilutive restricted shares	—	—	72,916,553
Adjustments for dilutive restricted share units	—	—	8,018,183
Denominator for diluted net income (loss) per share-weighted average ordinary shares outstanding	3,549,121,628	3,569,179,079	3,611,653,020
<b>Net income (loss) per share attributable to ordinary shareholders:</b>			
—Basic	(0.15)	(0.39)	1.67
—Diluted	(0.15)	(0.39)	1.63

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**24. RELATED PARTY TRANSACTIONS**

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 operational decisions. Parties are also considered to be related if they are subject to common control. Related parties may be individuals or corporate entities.

During the year ended December 31, 2021, 2022 and 2023, other than disclosed elsewhere, the Group had the following material related party transactions.

Related Party	Relationship with the Group
Ziroom Inc. and its subsidiaries (“Ziroom”)	A group which management or operating policies significantly influenced by a director of the Company
Yuanjing Mingde (Beijing) Holding Group Co., Ltd. and its subsidiaries (“Yuanjing Mingde”)	A group which management or operating policies significantly influenced by a director of the Company
Vanlian (Beijing) Decoration Co., Ltd. (“Vanlian”)	An affiliate company of the Group
IFM Investments Limited (“IFM”)	An affiliate company of the Group
Shengdu	An affiliate company of the Group
Shanghai Xinhewan Industrial Development Co., Ltd (“Xinhewan”)	An affiliate company of the Group
Brokerage firms	Firms that the Group has significant influence in
Tencent	Principal owner of the Group
Suofeiya Shengdu Home (Zhejiang) Co., Ltd. (“Suofeiya Shengdu”)	An affiliate company of the Group

Xinhewan was an affiliate company of the Group. On January 9, 2023, the Group terminated the investment in Xinhewan and Xinhewan was no longer a related party thereafter.

Vanlian was an affiliate company of the Group. On January 5, 2022, the Group completed the acquisition of Vanlian and Vanlian became a wholly owned subsidiary of the Group. Transactions between the Group and Vanlian before January 4, 2022 are disclosed as related party transactions.

On April 20, 2022, the Group completed the acquisition of Shengdu and Shengdu become a consolidated subsidiary of the Group. Suofeiya Shengdu was considered as a related party of the Group from April 20, 2022. Transactions between the Group and Suofeiya Shengdu from the period of April 20, 2022 to December 31, 2023 are disclosed as related party transactions.

(i) The Group entered into the following transactions with related parties:

	For the Year Ended December 31,		
	2021 RMB	2022 RMB	2023 RMB
	(in thousands)		
<b>Revenues from related parties</b>			
Commission support services provided to brokerage firms	423,448	441,471	606,062
Platform services provided to IFM	69,717	65,258	91,825
Online marketing services provided to Ziroom	104,888	90,262	74,961
Agency services provided to Ziroom	53,150	34,197	51,118
Platform and franchise services provided to brokerage firms	8,512	13,011	27,184
Agency services provided to Yuanjing Mingde	4,491	5,183	6,901
Technical services provided to Tencent	1,608	745	—
Agency services and other services provided to Shengdu	7,565	8,700	—
Agency services, online marketing services and home renovation services provided to Vanlian	174,511	—	—
Others	—	5,376	7,596
<b>Total</b>	<b>847,890</b>	<b>664,203</b>	<b>865,647</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Commission support services provided to brokerage firms refer to the service fee collected by the Group after the existing home transactions.

**24. RELATED PARTY TRANSACTIONS (CONTINUED)**

Platform services refer to the fees the Group charged for using the Group's ACN and SaaS system. Franchise services refer to the fees the Group charges for using the Group's Deyou brand.

Online marketing services mainly refer to the technical support, marketing and promotion services provided to the above related parties to promote their own services and products.

Agency services refer to services to facilitate home sales or leases. A certain percentage of commission was recognised upon the completion of contracts between referred customers and the related parties stated above.

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Services provided by related parties</b>			
Referral services from brokerage firms	831,591	673,972	853,139
Online marketing and technical services from Tencent	193,866	159,564	122,452
Services from Ziroom	7,942	8,131	10,661
Rental and property management services from Yuanjing Mingde	30,609	27,379	21,882
Referral services from IFM	10,672	5,590	6,339
Others	1,322	1,122	35,917
<b>Total</b>	<b>1,076,002</b>	<b>875,758</b>	<b>1,050,390</b>

Referral services provided by related parties mainly refer to customer referrals from related parties.

Online marketing services mainly refer to the cloud, marketing and promotion services provided by Tencent.

Services from Ziroom including referral, cleaning, maintenance, sales and marketing services provided by Ziroom.

Rental services mainly include the office rental from Yuanjing Mingde, which was charged based on fair market price.

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Purchase of home furnishing goods from related parties</b>			
Purchase of home furnishing goods from Suofeiya Shengdu	—	1,595	144,119
<b>Total</b>	<b>—</b>	<b>1,595</b>	<b>144,119</b>

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Other income</b>			
Interest income from loans provided to Xinhewan	—	4,301	—
Interest income and debt settlement expense related to loans provided to IFM	2,209	(753)	5,076
Interest income from loans provided to others	1,450	2,406	1,911
<b>Total</b>	<b>3,659</b>	<b>5,954</b>	<b>6,987</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**24. RELATED PARTY TRANSACTIONS (CONTINUED)**

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Operating lease cost related to lease with related parties</b>			
Operating lease cost related to lease with Yuanjing Mingde	18,358	18,092	12,133
Operating lease cost related to lease with Ziroom	100	175	72
Operating lease cost related to lease with brokerage firms	49	—	35
<b>Total</b>	<b>18,507</b>	<b>18,267</b>	<b>12,240</b>

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
<b>Operating lease income from related parties</b>			
Operating lease income from Suofeiya Shengdu	—	2,219	3,046
<b>Total</b>	<b>—</b>	<b>2,219</b>	<b>3,046</b>

(ii) As of December 31, 2022 and 2023, the Group had the following balances with related parties:

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Amounts due from and prepayments to related parties</b>		
Ziroom	345,212	350,047
IFM	7,400	3,128
Yuanjing Mingde	6,806	7,668
Tencent	2,258	2,542
Brokerage firms	19,551	20,713
Others	24,729	35,172
<b>Total</b>	<b>405,956</b>	<b>419,270</b>
<b>Amounts due to related parties</b>		
Tencent	34,723	35,002
Ziroom	33,530	35,282
IFM	27,091	31,299
Yuanjing Mingde	6,983	17,819
Brokerage firms	315,977	302,246
Others	7,381	8,702
<b>Total</b>	<b>425,685</b>	<b>430,350</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**24. RELATED PARTY TRANSACTIONS (CONTINUED)**

As of December 31, 2023, all amounts due from and prepayments to related parties and amounts due to related parties were trade in nature.

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Loan receivables from related parties</b>		
Short-term loans to IFM	20,000	15,000
Short-term loans to others (a)	15,846	13,030
Current portion of long-term loans to Xinhewan	14,617	—
Long-term loans to Xinhewan	17,934	—
Long-term loans to IFM	—	27,000
Long-term loans to others (a)	5,000	—
<b>Total</b>	<b>73,397</b>	<b>55,030</b>

(a) The balance of loans include loans the Group provided to entities that the Group has significant influence in.

As of December 31, 2023, all loan receivables from related parties were non-trade in nature. In relation to the loans provided to the related parties stated above, the Group charged the related parties based on fair market interest rate, and cash flows resulted from the loans were presented within investing activities in the consolidated statements of cash flows.

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands)	
<b>Operating Leases</b>		
Store leases from Yuanjing Mingde	77,625	69,391
Administrative office leases from Ziroom	72	—
Administrative office leases from brokerage firms	—	48
<b>Total operating lease assets</b>	<b>77,697</b>	<b>69,439</b>
Operating lease liabilities, current from Yuanjing Mingde	4,284	4,509
Operating lease liabilities, current from Ziroom	26	—
Operating lease liabilities, current from brokerage firms	—	41
Operating lease liabilities, non-current from Yuanjing Mingde	75,449	70,940
Operating lease liabilities, non-current from brokerage firms	—	7
<b>Total operating lease liabilities</b>	<b>79,759</b>	<b>75,497</b>

(iii) On September 5, 2022 Beike Zhaofang (Beijing) Technology CO., Ltd., a wholly owned subsidiary of the Company, entered into a donation agreement, or the Donation Agreement, with one of our principal shareholder, or the Donator. According to the Donation Agreement, the Donator agreed to donate RMB30 million free of charge during a three-year period to set up a scholarship for Huaqiao Academy run by the Group, or the Huaqiao Scholarship. The Group agreed to manage the Huaqiao Scholarship on behalf of the Donator by solely acting on its instructions. The Huaqiao Scholarship shall only be used to subsidize outstanding students of Huaqiao Academy, who will use the Huaqiao Scholarship to pay the tuition payable to Huaqiao Academy. The Huaqiao Scholarship shall be managed and accounted independently, and shall not be used for any other purpose unless instructed by the Donator, who is responsible for overseeing the use of the donated fund. As of December 31, 2023, accumulated donation payment of RMB20 million was made by the Donator, out of which, RMB10 million payment was made during the year ended December 31, 2023. As of December 31, 2023, RMB2.4 million Huaqiao Scholarship has not been awarded.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**25. COMMITMENTS AND CONTINGENCIES****(a) Commitments**

	<b>As of</b> <b>December 31, 2023</b> <b>RMB</b> <b>(in thousands)</b>
Operating leases commitments(i)	427,799
Purchase of land use right(ii)	154,575
Investment commitments(iii)	105,027
Purchase of property and equipment	3,793
Purchase of services	1,818
<b>Total</b>	<b>693,012</b>

	<b>Amounts</b> <b>RMB</b> <b>(in thousands)</b>
2024	373,394
2025	115,740
2026	90,821
2027	50,309
Thereafter	62,748
<b>Total</b>	<b>693,012</b>

- (i) Operating leases commitments represent the Group's obligations for leasing premises.
- (ii) The commitment to purchase land use right is the outstanding consideration for the land use right purchased by Shengdu in 2023.
- (iii) Investment commitments obligations primarily relate to capital contributions obligation under certain arrangements.

**(b) Contingencies**

From time to time, the Group is involved in claims and legal proceedings that arise in the ordinary course of business. Based on currently available information, management does not believe that the ultimate outcome of the unresolved matters, individually and in the aggregate, are likely to have a material adverse effect on the Group's financial position, results of operations or cash flows. However, litigations are subject to inherent uncertainties and the Group's view of these matters may change in the future.

**26. DIVIDENDS**

No dividend was declared by the Company during the years ended December 31, 2021 and 2022.

In August 2023, the Group's Board of Directors approved a special cash dividend of US\$0.057 per ordinary share, or US\$0.171 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on September 15, 2023, Beijing/Hong Kong Time and New York Time, respectively, payable in U.S. dollars. As a result, US\$198.5 million dividend has been paid out during 2023, which funded by surplus cash on the Company's balance sheet.



**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**27. STATUTORY RESERVES AND RESTRICTED NET ASSETS**

Pursuant to laws applicable to entities incorporated in the PRC, the Group's subsidiaries in the PRC must make appropriations from after-tax profit to non-distributable reserve funds. These reserve funds include one or more of the following: (i) a general reserve, (ii) an enterprise expansion fund and (iii) a staff bonus and welfare fund. Subject to certain cumulative limits, the general reserve fund requires an annual appropriation of 10% of after tax profit (as determined under accounting principles generally accepted in the PRC at each year-end) until the accumulative amount of such reserve fund reaches 50% of a company's registered capital, the other fund appropriations are at the subsidiaries' discretion. These reserve funds can only be used for specific purposes of enterprise expansion and staff bonus and welfare and are not distributable as cash dividends. During the years ended December 31, 2021, 2022 and 2023, appropriations to the statutory reserve have been made by the Group, which was RMB91.1 million, RMB176.9 million and RMB150.3 million, respectively.

In addition, due to restrictions on the distribution of share capital from the Group's PRC subsidiaries and also as a result of these entities' unreserved accumulated losses, total restrictions placed on the distribution of the Group's PRC subsidiaries' net assets was RMB21.2 billion as of December 31, 2023.

Cash transfers from the Company's PRC subsidiaries to their parent companies outside of China are subject to PRC government control of currency conversion. Shortages in the availability of foreign currency may temporarily restrict the ability of the PRC subsidiaries and consolidated affiliated entities to remit sufficient foreign currency to pay dividends or other payments to the Company, or otherwise satisfy their foreign currency denominated obligations.

The Company performed a test on the restricted net assets of consolidated subsidiaries in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements" and concluded that it was applicable for the Company to disclose the financial statements for the parent company.

For the purpose of presenting parent only financial information, the Company records its investments in its subsidiaries under the equity method of accounting. Such investments are presented on the separate condensed balance sheets of the Company as "Investment in subsidiaries" and "Net assets of VIEs" and the income (loss) of the subsidiaries is presented as "Share of income (loss) of subsidiaries" and "Income (loss) of the VIEs". Certain information and footnote disclosures generally included in financial statements prepared in accordance with U.S. GAAP have been condensed and omitted.

The Company became parent company of the Group upon the completion of the Reorganization on December 28, 2018. The following disclosures present the financial positions of the parent company as of December 31, 2022 and 2023, the operation results for the years ended December 31, 2021, 2022 and 2023, and the statements of cash flows for the years ended December 31, 2021, 2022 and 2023. The Company did not have significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2022 and 2023.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**27. STATUTORY RESERVES AND RESTRICTED NET ASSETS (CONTINUED)**

**Condensed balance sheets of the parent company**

	As of December 31,	
	2022	2023
	RMB	RMB
	(in thousands, except for share and per share data)	
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	12,818	9,414
Short-term investments	7,372,995	537,847
Amounts due from subsidiaries and VIEs	1,226,906	688,776
Prepayments, receivables and other assets	13,927	2,003
<b>Non-current assets:</b>		
Investment in subsidiaries	56,064,739	67,805,473
Net assets of the VIEs	3,716,231	3,061,116
Long-term investments, net	516,873	—
<b>TOTAL ASSETS</b>	<b>68,924,489</b>	<b>72,104,629</b>
<b>LIABILITIES</b>		
<b>Current liabilities</b>		
Accrued expenses and other current liabilities	4,129	4,805
<b>TOTAL LIABILITIES</b>	<b>4,129</b>	<b>4,805</b>
<b>SHAREHOLDERS' EQUITY</b>		
Ordinary shares (US\$0.00002 par value; 25,000,000,000 ordinary shares authorized, comprising of 24,114,698,720 Class A ordinary shares and 885,301,280 Class B ordinary shares. 3,601,547,279 Class A ordinary shares issued and 3,561,632,933 Class A ordinary shares outstanding <sup>(1)</sup> as of December 31, 2022; 3,571,960,220 Class A ordinary shares issued and 3,443,860,844 Class A ordinary shares outstanding <sup>(1)</sup> as of December 31, 2023; and 156,426,896 and 151,354,549 Class B ordinary shares issued and outstanding as of December 31, 2022 and 2023, respectively)	487	475
Treasury shares	(225,329)	(866,198)
Additional paid-in capital	80,302,956	77,583,054
Accumulated other comprehensive income (loss)	(412,721)	244,302
Accumulated deficit	(10,745,033)	(4,861,809)
<b>Total shareholders' equity</b>	<b>68,920,360</b>	<b>72,099,824</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>68,924,489</b>	<b>72,104,629</b>

(1) Excluding the Class A ordinary shares registered in the name of the depositary bank for future issuance of ADSs upon the exercise or vesting of awards granted under our share incentive plans and the Class A ordinary shares repurchased but not cancelled in the form of ADSs.

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**27. STATUTORY RESERVES AND RESTRICTED NET ASSETS (CONTINUED)**

**Condensed statements of comprehensive income (loss)**

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
Sales and marketing expenses	(10,227)	—	—
General and administrative expenses	(82,109)	(140,148)	(45,781)
Research and development expenses	(57)	—	—
Interest income, net	3,035	745	52,460
Share of income (loss) of subsidiaries	(696,144)	(1,436,950)	5,618,262
Income (loss) of the VIEs	(52,436)	97,036	194,884
Fair value changes through earnings on investments, net	183,991	4,770	45,235
Foreign currency exchange loss	(3,968)	(61,317)	(30,089)
Other income, net	133,786	149,790	48,253
<b>Income (loss) before income tax expense</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>
Income tax expense	—	—	—
<b>Net income (loss)</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>
<b>Net income (loss) attributable to KE Holdings Inc.'s ordinary shareholders</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>
<b>Net income (loss)</b>	<b>(524,129)</b>	<b>(1,386,074)</b>	<b>5,883,224</b>
<b>Other comprehensive income (loss)</b>			
Currency translation adjustments	(841,214)	2,602,071	574,223
Unrealized gains (losses) on available-for-sale investments, net of reclassification	35,578	(375,069)	82,800
<b>Total comprehensive income (loss)</b>	<b>(1,329,765)</b>	<b>840,928</b>	<b>6,540,247</b>
<b>Total comprehensive income (loss) attributable to KE Holdings Inc.'s ordinary shareholders</b>	<b>(1,329,765)</b>	<b>840,928</b>	<b>6,540,247</b>

**Condensed statements of cash flows**

	For the Year Ended December 31,		
	2021	2022	2023
	RMB	RMB	RMB
	(in thousands)		
Net cash provided by (used in) operating activities	(10,302)	(58,875)	62,063
Net cash provided by (used in) investing activities	(3,183,233)	1,348,740	6,933,723
Net cash provided by (used in) financing activities	7	(1,319,793)	(6,576,333)
Effect of exchange rate changes on cash and cash equivalents	(12,822)	(12,489)	(422,857)
<b>Net decrease in cash and cash equivalents</b>	<b>(3,206,350)</b>	<b>(42,417)</b>	<b>(3,404)</b>
<b>Cash and cash equivalents at the beginning of the year</b>	<b>3,261,585</b>	<b>55,235</b>	<b>12,818</b>
<b>Cash and cash equivalents at the end of the year</b>	<b>55,235</b>	<b>12,818</b>	<b>9,414</b>

**KE Holdings Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**28. SUBSEQUENT EVENTS**

During the period from January 1, 2024 to April 26, 2024, the Company repurchased a total of 23,429,242 ADSs (representing 70,287,726 Class A ordinary shares) on the NYSE at an aggregate consideration of approximately US\$323.7 million. During the period from January 1, 2024 to April 26, 2024, a total of 15,345,247 ADSs (representing 46,035,741 Class A ordinary shares) have been cancelled, which were repurchased by the Company in November 2023, December 2023 and January 2024. Concurrent with the share cancellation, a total of 1,859,585 Class B ordinary shares has been converted into Class A ordinary shares on a one-to-one ratio, of which Mr. PENG Yongdong, through Ever Orient International Limited, a corporation wholly-controlled by him, converted 1,296,886 Class B ordinary shares and Mr. SHAN Yigang, through De Chang Trust, a discretionary trust established by him (as the settlor), converted 562,699 Class B ordinary shares.

The Company announced the Board of Director approved a final cash dividend (the “Dividend”) of US\$0.117 per ordinary share, or US\$0.351 per ADS, to holders of ordinary shares and holders of ADSs of record as of the close of business on April 5, 2024, Beijing/ Hong Kong Time and New York Time, respectively, payable in U.S. dollars. The aggregate amount of the Dividend paid was approximately US\$0.4 billion, which was funded by surplus cash on the Company’s balance sheet.

The Company purchased a 40-year land use right in October 2023 at a total consideration of RMB309 million. 50% of the total consideration amounting of RMB154.6 million has been paid in 2023 with the rest 50% has been paid on January 16, 2024.

### Powers of Attorney

I, [Name of Shareholder], am a holder of the corresponding equity interests in Beijing Lianjia Real Estate Brokerage Co., Ltd. (“**Lianjia Real Estate**”) as described in Annex I hereto as of the effective date of the Power of Attorney. I hereby irrevocably authorize Beike (Tianjin) Investment Co., Ltd. (“**WFOE**”) to exercise the following rights relating to all equity interests I hold and will hold in Lianjia Real Estate (“**My Equity Interests**”) during the term of this Power of Attorney:

WFOE or any person(s) designated by WFOE (including but not limited to directors of WFOE’s parent company, successors of such directors and liquidators in replacement of such directors, excluding any non-independent persons or persons who may result in the conflicts of interest) (“**Agent**”) is hereby authorized to act on my behalf as my sole and exclusive agent to exercise the rights with respect to all matters concerning My Equity Interests, including without limitation to: (1) convening and attending shareholders’ meetings of Lianjia Real Estate; (2) filing documents with the relevant companies registry as necessary; (3) exercising all the shareholder’s rights including voting rights I am entitled to under the laws and articles association of Lianjia Real Estate, including but not limited to the dividend rights, the rights to sell, transfer, pledge or dispose My Equity Interests in part or in whole; and (4) act on my behalf in the capacity of a shareholder of the Lianjia Real Estate to sign any resolutions and meeting minutes and approve revisions to the articles of association of Lianjia Real Estate; and (5) act as my authorized representative to designate, appoint or replace the legal representative, directors, supervisors, general manager and other senior officers of Lianjia Real Estate and sue or initiate other proceedings against the foregoing persons if they commit any acts that are detrimental to interests of Lianjia Real Estate or its other shareholders. Without written consent of WFOE, I have no right to increase, decrease, transfer, re-pledge, or otherwise dispose or change My Equity Interests.

For the purpose of exercising the right as authorized under this Power of Attorney, WFOE or any person(s) designated by WFOE have the right to access relevant information relating to operations, business, customers, finance, employees, etc. of Lianjia Real Estate, and to inspect relevant data of Lianjia Real Estate, for which I should fully cooperate.

Without prior written consent of WFOE, I shall not directly or indirectly participate, engage in, be involved in or own, or use information acquired from WFOE and Lianjia Real Estate to participate, engage in, be involved in or own any business that may compete with the business of WFOE, Lianjia Real Estate or their affiliates or principal business, nor shall I hold any interests in or receive any benefits from any business that may compete with business of WFOE, Lianjia Real Estate or their affiliates or principal business. For the avoidance of doubt, this Power of Attorney should not be deemed as authorizing myself or other non-independent persons or persons that may results in the conflicts of interest to exercise the rights authorized under this Power of Attorney.

The Agent shall have the right to execute on my behalf the Exclusive Option Agreement entered into by and among I, WFOE, Lianjia Real Estate and related parties on the same date of this Power of Attorney, and the Equity Interests Pledge Agreement entered into by and among I, WFOE, Lianjia Real Estate and related parties on the same day as the Power of Attorney (in each case, including any modification, amendment or restatement to the aforementioned documents, collectively referred to as the “**Transaction Documents**”) and all the documents to be executed by me as referred in the Transaction Documents, and to perform the Transaction Documents on time, and the exercise of which right shall not restrict in any form the authorization granted hereunder.

All actions taken by Agent associated with My Equity Interests shall be deemed as the actions taken by myself, and the documents executed by Agent shall be deemed to be executed by myself, which I shall acknowledge.

Agent is entitled to re-entrust its rights as authorized to it under this Power of Attorney, and to authorize any other person or entity in connection with the conducting of the abovementioned matters, at its own discretion without giving prior notice to me or obtaining my consent. If required by PRC laws, Agent may only re-authorize a PRC citizen to exercise the aforementioned rights.

Except as otherwise stipulated in this Power of Attorney, the Agent has the right to allocate, use or otherwise dispose of cash dividends and other non-cash proceeds accrued on My Equity Interests according to my oral or written instructions.

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As long as I remain a shareholder of Lianjia Real Estate, this Power of Attorney shall be irrevocable and remain effective, which shall come into effects from the effective date hereof.

In the event of occurrence of any dispute arising from or with respect to the performance of this Power of Attorney, either Party may submit such dispute to the Beijing Arbitration Commission for arbitration in Beijing in accordance with the arbitration procedures and rules of such arbitration commission effective at that time. The arbitration tribunal shall consist of three arbitrators appointed in accordance with arbitration rules, among which one is appointed by applicant of the arbitration, one is appointed by the respondent of the arbitration and the third one is jointly appointed by the first two arbitrators through consultations or by Beijing Arbitration Commission. The arbitration shall be conducted in a confidential manner. The language of arbitration shall be Chinese. The arbitral award shall be final and binding upon both Parties. Where appropriate, the arbitration tribunal or the arbitrators may, in accordance with the dispute resolution provisions and/or the applicable PRC laws, adjudicate indemnification or injunctive relief (including, without limitation, for the need of the conduct of the business or the compulsory transfer of assets) against the equity interests, assets, property interests or land assets of Beijing Lianjia and its subsidiaries or adjudicate the winding up of Beijing Lianjia and its subsidiaries. In addition, in the period of composition of the arbitral tribunal or if it is appropriate, upon the request of a Party of the dispute, a court of competent jurisdiction, including a PRC court, shall be entitled to impose an interim injunction or other interim relief in aid of the arbitration, and for the purpose of this Paragraph, in addition to the PRC courts, the courts of Hong Kong, the courts of Cayman Islands and the courts of where the major assets of Beijing Lianjia and/or its subsidiaries are located shall also be deemed to have jurisdiction for such above purpose. During the arbitration period, this Power of Attorney shall continue to be valid except for the part under dispute and submitted to arbitration.

This Power of Attorney is duly signed by both Parties on January 30, 2022 (if the party is an individual; or sealed if the party is a non-individual) and shall become effective on the date. The Power of Attorney shall replace my Power of Attorney signed on September 6, 2021 in all respects. During the valid term of this Power of Attorney, I hereby waive all rights related to the My Equity Interests that have been authorized to the Agent under this Power of Attorney, and shall refrain from exercising such rights by myself.

*[The Remainder of This Page is Intentionally Left Blank.]*

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Power of Attorney on the date first written hereof, which shall take effects in accordance with provisions hereof.

Principal:  
Name of Shareholder

By: \_\_\_\_\_ /s/ Name of Shareholder

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Power of Attorney on the date first written hereof, which shall take effects in accordance with provisions hereof.

Accepted by:

**Beike (Tianjin) Investment Co., Ltd.**

By: /s/ Beike (Tianjin) Investment Co., Ltd. (Seal)

Name: PENG Yongdong

Title: Legal Representative



IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Power of Attorney on the date first written hereof, which shall take effects in accordance with provisions hereof.

Acknowledged by:

**Beijing Lianjia Real Estate Brokerage Co., Ltd.**

By: /s/ Beijing Lianjia Real Estate Brokerage Co., Ltd. (Seal)

Name: PENG Yongdong

Title: Legal Representative

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### Schedule of Material Differences

One or more persons executed Power of Attorney using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

No.	Name of Variable Interest Entity	Name of Shareholder	% of Shareholder's Equity Interest in the VIE	Registered Capital Contribution in the VIE (RMB)
1	Beijing Lianjia Real Estate Brokerage Co., Ltd.	ZHU Yan	59.81%	7,986,153
2	Beijing Lianjia Real Estate Brokerage Co., Ltd.	SHAN Yigang	3.56%	475,294
3	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Tianjin Yurui Business Consulting Partnership (Limited Partnership)	7.05%	941,439
4	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Tianjin Yusi Business Consulting Partnership (Limited Partnership)	2.99%	398,833
5	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Tianjin Yumin Business Consulting Partnership (Limited Partnership)	2.73%	364,133
6	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Tianjin Dingcong Business Consulting Partnership (Limited Partnership)	4.86%	649,374
7	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Tianjin Bojun Business Consulting Partnership (Limited Partnership)	1.22%	162,810
8	Beijing Lianjia Real Estate Brokerage Co., Ltd.	DANG Jie	0.49%	65,460
9	Beijing Lianjia Real Estate Brokerage Co., Ltd.	XU Wangang	1.65%	220,502
10	Beijing Lianjia Real Estate Brokerage Co., Ltd.	GAO Jun	1.56%	208,780
11	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Shanghai Zhanben Investment Management Center (Limited Partnership)	11.08%	1,479,685
12	Beijing Lianjia Real Estate Brokerage Co., Ltd.	Beijing Hecheng Venture Capital Investment Partnership (Limited Partnership)	0.64%	85,906
13	Beijing Lianjia Real Estate Brokerage Co., Ltd.	DU Xin	2.06%	274,826
14	Beijing Lianjia Real Estate Brokerage Co., Ltd.	CHEN Rong	0.24%	32,296

15	Beijing Lianjia Real Estate Brokerage Co., Ltd.	RUAN Guangjie	0.05%	7,277
16	Tianjin Xiaowu Information & Technology Co., Ltd.	ZHU Yan	94.38%	9,438,280
17	Tianjin Xiaowu Information & Technology Co., Ltd.	SHAN Yigang	5.62%	561,720
18	Beijing Yiju Taihe Technology Co., Ltd.	ZHU Yan	2.54%	18,950,000
19	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Gaotong Business Consulting Co., Ltd.	9.24%	69,022,335
20	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Juge Business Consulting Partnership (Limited Partnership)	0.80%	5,968,681
21	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Jingchuang Business Consulting Partnership (Limited Partnership)	0.97%	7,212,370
22	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Jingda Business Consulting Partnership (Limited Partnership)	1.01%	7,580,000
23	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Mingchen Business Consulting Partnership (Limited Partnership)	0.24%	1,793,496
24	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Jurui Business Consulting Partnership (Limited Partnership)	0.69%	5,167,286
25	Beijing Yiju Taihe Technology Co., Ltd.	SHAN Yigang	0.70%	5,235,696
26	Beijing Yiju Taihe Technology Co., Ltd.	DANG Jie	0.10%	720,998
27	Beijing Yiju Taihe Technology Co., Ltd.	XU Wangang	0.33%	2,428,897
28	Beijing Yiju Taihe Technology Co., Ltd.	GAO Jun	0.31%	2,299,877
29	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Chuangtian Business Consulting Partnership (Limited Partnership)	2.18%	16,299,662
30	Beijing Yiju Taihe Technology Co., Ltd.	Tianjin Fuxun Business Consulting Partnership (Limited Partnership)	0.13%	946,298
31	Beijing Yiju Taihe Technology Co., Ltd.	DU Xin	0.41%	3,027,332
32	Beijing Yiju Taihe Technology Co., Ltd.	CHEN Rong	0.05%	355,776
33	Beijing Yiju Taihe Technology Co., Ltd.	RUAN Guangjie	0.01%	80,159
34	Beijing Yiju Taihe Technology Co., Ltd.	Beijing Lianjia Real Estate Brokerage Co., Ltd.	80.31%	600,000,000
35	Beijing Beihao Commercial Consultancy Co., Ltd.	GU Feifan	4.17%	100,000
36	Beijing Beihao Commercial Consultancy Co., Ltd.	RUAN Guangjie	4.17%	100,000
37	Beijing Beihao Commercial Consultancy Co., Ltd.	TAO Hongbing	4.17%	100,000
38	Beijing Beihao Commercial Consultancy Co., Ltd.	GAO Jun	4.17%	100,000
39	Beijing Beihao Commercial Consultancy Co., Ltd.	WEI Zhenghui	4.17%	100,000

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40	Beijing Beihao Commercial Consultancy Co., Ltd.	LIU Enpeng	4.17%	100,000
41	Beijing Beihao Commercial Consultancy Co., Ltd.	FENG Xia	4.17%	100,000
42	Beijing Beihao Commercial Consultancy Co., Ltd.	SONG Dongfeng	4.17%	100,000
43	Beijing Beihao Commercial Consultancy Co., Ltd.	LI Guofping	4.17%	100,000
44	Beijing Beihao Commercial Consultancy Co., Ltd.	DANG Jie	4.17%	100,000
45	Beijing Beihao Commercial Consultancy Co., Ltd.	WANG Zhe	4.17%	100,000
46	Beijing Beihao Commercial Consultancy Co., Ltd.	CHENG Wenlong	4.17%	100,000
47	Beijing Beihao Commercial Consultancy Co., Ltd.	DING Zongyang	4.17%	100,000
48	Beijing Beihao Commercial Consultancy Co., Ltd.	ZHOU Xiaolong	4.17%	100,000
49	Beijing Beihao Commercial Consultancy Co., Ltd.	CHEN Rong	4.17%	100,000
50	Beijing Beihao Commercial Consultancy Co., Ltd.	XU Wangang	4.17%	100,000
51	Beijing Beihao Commercial Consultancy Co., Ltd.	DU Xin	4.17%	100,000
52	Beijing Beihao Commercial Consultancy Co., Ltd.	SHAO Fei	4.17%	100,000
53	Beijing Beihao Commercial Consultancy Co., Ltd.	LIU Xiaoxiao	4.17%	100,000
54	Beijing Beihao Commercial Consultancy Co., Ltd.	ZHANG Xuefei	4.17%	100,000
55	Beijing Beihao Commercial Consultancy Co., Ltd.	FENG Wencui	4.17%	100,000
56	Beijing Beihao Commercial Consultancy Co., Ltd.	ZHANG Jiandong	4.17%	100,000
57	Beijing Beihao Commercial Consultancy Co., Ltd.	GE Jun	4.17%	100,000
58	Beijing Beihao Commercial Consultancy Co., Ltd.	LIU Wuyang	4.17%	100,000
59	Beijing Beijia Commercial Consultancy Co., Ltd.	LIN Junquan	25.00%	100,000
60	Beijing Beijia Commercial Consultancy Co., Ltd.	XU Tao	25.00%	100,000
61	Beijing Beijia Commercial Consultancy Co., Ltd.	PENG Yongdong	25.00%	100,000
62	Beijing Beijia Commercial Consultancy Co., Ltd.	WANG Yongqun	25.00%	100,000
63	Runizhishi (Beijing) Technology Co., Ltd.	HUI Xinchun	50.00%	1,000,000
64	Runizhishi (Beijing) Technology Co., Ltd.	PENG Yongdong	50.00%	1,000,000
65	Runikeshi (Beijing) Technology Co., Ltd.	HUI Xinchun	80.57%	161,140
66	Runikeshi (Beijing) Technology Co., Ltd.	PAN Cihui	4.57%	9,140
67	Runikeshi (Beijing) Technology Co., Ltd.	SHI Wenbo	4.29%	8,580
68	Runikeshi (Beijing) Technology Co., Ltd.	WU Ge	4.00%	8,000
69	Runikeshi (Beijing) Technology Co., Ltd.	YANG Yonglin	2.57%	5,140
70	Runikeshi (Beijing) Technology Co., Ltd.	ZHOU Yan	2.00%	4,000
71	Runikeshi (Beijing) Technology Co., Ltd.	YANG Guang	2.00%	4,000

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## Equity Interest Pledge Agreement

This Equity Interest Pledge Agreement (this “Agreement”) is made and entered into on July 12, 2023 in Beijing, the People’s Republic of China (“China” or the “PRC”, which, for the purpose of this Agreement, excludes Hong Kong Special Administration Region, Macau Special Administration Region and Taiwan) by and among:

**Party A: Realsee (Tianjin) Technology Co., Ltd.** (“Pledgee”)

Legal Representative: HUI Xinchun

**Party B:** Party C’s shareholders listed in Appendix 1 hereto (hereinafter referred to collectively as “Pledgors” and individually as a “Pledgor”)

**Party C: Runikeshi (Beijing) Technology Co., Ltd.**

Legal Representative: HUI Xinchun

(Pledgee, Pledgors and Party C are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

### WHEREAS,

- (1) Pledgors are the shareholders of Party C, and Party C’s shareholding structure on the date hereof is set forth in Appendix 1 hereto. Party C is a limited liability company registered in Beijing, China. Party C desires to acknowledge the rights and obligations of Pledgors and Pledgee hereunder and provide necessary assistance on the registration of such pledge;
- (2) Pledgee is a wholly foreign-owned enterprise registered in the PRC. The Pledgee and Party C have entered into an Exclusive Business Cooperation Agreement (as defined below). The Pledgee, the Pledgors and Party C have entered into an Exclusive Option Agreement (as defined below). Each of the Pledgors has executed a Power of Attorney (as defined below) with the Pledgee as the attorney;
- (3) To ensure that Party C and the Pledgors fully perform its or their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, the Pledgors pledge to the Pledgee all the equity interests they hold in Party C as security for the performance of Party C’s and the Pledgors’ obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.

To perform the terms of the Transaction Documents (as defined below), the Parties have agreed to enter into this Agreement as follows.

### Article 1 Definitions

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 **Pledge:** means the security interest granted by the Pledgors to the Pledgee pursuant to Article 2 of this Agreement, i.e., the right of the Pledgee to be compensated on a preferential basis with any proceeds received from monetization, auction or sale of the Pledged Equity Interest.
- 1.2 **Pledged Equity Interest:** means 100% of the equity interests in Party C collectively held by the Pledgors on the date hereof, and all the future equity rights and interests in Party C held by the Pledgors.
- 1.3 **Term of Pledge:** means the term set forth in Article 3 of this Agreement.
- 1.4 **Transaction Documents:** means the Exclusive Business Cooperation Agreement entered into by and between Party C and the Pledgee on May 12, 2022 (the “Exclusive Business Cooperation Agreement”); the Exclusive Option Agreement entered into by and among the Pledgors, Party C and the Pledgee on July 12, 2023 (the “Exclusive Option Agreement”); and the Power of Attorney executed by the Pledgors respectively on July 12, 2023 (the “Power of Attorney”), and any

amendments, revisions and/or restatements thereto.

1.5 **Contractual Obligations:** means all the obligations of the Pledgors under the Exclusive Option Agreement, the Power of Attorney and this Agreement, and all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

1.6 **Secured Indebtedness:** means all direct, indirect, consequential losses and loss of anticipated profits suffered by the Pledgee as a result of any Event of Default of the Pledgors and/or Party C, of which the basis for the amount of such losses includes without limitation reasonable business plans and profit forecasts of the Pledgee, the service fees payable by Party C under the Exclusive Business Cooperation Agreement, as well as all expenses as incurred by the Pledgee to enforce the performance of the Contractual Obligations by the Pledgors and/or Party C.

1.7 **Event of Default:** means any circumstances as set forth in Article 7 of this Agreement.

1.8 **Notice of Default:** means the notice issued by the Pledgee in accordance with this Agreement declaring an Event of Default.

## **Article 2 The Pledge**

2.1 The Pledgors hereby agree to pledge to the Pledgee the Pledged Equity Interest in accordance with this Agreement as security for the performance of the Contractual Obligations and the repayment of the Secured Indebtedness. Party C hereby agrees for the Pledgors to pledge the Pledged Equity Interest to the Pledgee in accordance with this Agreement.

2.2 During the Term of Pledge, the Pledgee is entitled to receive any dividends or distributions in respect of the Pledged Equity Interest. With the prior written consent of the Pledgee, the Pledgors may collect such dividends or distributions in respect of the Pledged Equity Interest. Any dividends or distributions received by the Pledgors in respect of the Pledged Equity Interest after deduction of individual income tax paid by them shall, upon the Pledgee's request, (1) be deposited into a bank account designated by the Pledgee, subject to supervision of the Pledgee, used as security for the Contractual Obligations and first applied towards full satisfaction of the Secured Indebtedness; or (2) to the extent permitted by the PRC laws, be unconditionally gifted to the Pledgee or any person designated by the Pledgee.

2.3 With the prior written consent of the Pledgee, the Pledgors may subscribe for increased capital in Party C. Any increase in the capital contributed by the Pledgors to the registered capital of Party C as a result of any capital increase of Party C shall also be deemed as the Pledged Equity Interest, with respect to which, the Parties shall enter into further pledge agreement and file pledge registration for the increased capital contribution amount.

2.4 In the event that Party C is to be dissolved or liquidated as required by any mandatory rules of the PRC laws, upon the lawful completion of such dissolution or liquidation procedure, any proceeds distributed by Party C to the Pledgors shall, upon the Pledgee's request, (1) be deposited into a bank account designated by the Pledgee, subject to the supervision of the Pledgee, and used as security for the Contractual Obligations and first applied towards full satisfaction of the Secured Indebtedness; or (2) to the extent permitted by the PRC laws, be unconditionally gifted to the Pledgee or any person designated by the Pledgee.

## **Article 3 Term of Pledge**

3.1 The Pledge shall become effective on such date when the pledge of the Pledged Equity Interest contemplated herein has been registered with the relevant administration for market regulation. The Pledge shall be continuously valid until (1) full performance of the Contractual Obligations and full satisfaction of the Secured Indebtedness, (2) to the extent permitted by the PRC laws, the Pledgee and/or the Designee decides to purchase all the equity interests in Party C held by the Pledgors in accordance with the Exclusive Option Agreement, and the equity interests in Party C have all been duly transferred under the name of the Pledgee and/or the designee, and the Pledgee and/or the designee may legally engage in Party C's business. The Pledgors and Party C shall register the Pledge in the shareholders' register of Party C on the date hereof, and shall submit an



application for the AIC registration of the Pledge in due course. The Parties jointly confirm that for the purpose of registration of the Pledged Equity Interest, at the request of Party A, the Parties shall submit to the administration for market regulation this Agreement or an equity interest pledge agreement in the form required by the administration for market regulation at the place where Party C is located which truthfully reflects the Pledge hereunder (the "AIC Pledge Agreement"). In case of any matter unspecified in the AIC Pledge Agreement, this Agreement shall prevail. The Pledgors and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant administration for market regulation, to ensure that the Pledge shall be registered as soon as possible after filing.

3.2 During the Term of Pledge, in the event the Pledgors and/or Party C fail to fulfill the Contractual Obligations or pay the Secured Indebtedness, the Pledgee shall be entitled to, but not be obliged to, exercise the Pledge in accordance with this Agreement.

#### **Article 4 Custody for Certificates of the Pledge**

4.1 During the Term of Pledge, the Pledgors shall deliver to the Pledgee for custody within one (1) week following the date hereof the certificate of capital contributions to Party C and the register of shareholders which records the Pledge. The Pledgee will place such documents in custody throughout the entire Term of Pledge specified in this Agreement.

#### **Article 5 Representations and Warranties of the Pledgors and Party C**

The Pledgors and Party C hereby severally but not jointly represent and warrant to Party A on the date hereof that:

5.1 The Pledgors are the sole legal owners of the Pledged Equity Interest;

5.2 The Pledgee is entitled to dispose of and transfer the Pledged Equity Interest in accordance with this Agreement;

5.3 Except for the Pledge, the Pledgors have not created any other pledge or other security interest on the Pledged Equity Interest;

5.4 The Pledgors and Party C have obtained all necessary approvals and consents from governmental authorities and third parties (if required) in connection with the execution, delivery and performance of this Agreement;

5.5 The execution, delivery and performance of this Agreement shall not: (i) cause any violation of any applicable PRC laws; (ii) conflict with the articles of association or other organizational documents of Party C; (iii) cause the breach of or constitute any default under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them.

#### **Article 6 Undertakings by the Pledgors and Party C**

6.1 During the Term of Pledge, the Pledgors and Party C severally but not jointly undertake to the Pledgee that:

6.1.1 Without the prior written consent of the Pledgee, the Pledgors shall not transfer the Pledged Equity Interest or any portion thereof, create or permit the creation of any security interest or other encumbrances on the Pledged Equity Interest, except for the performance of the Transaction Documents;

6.1.2 The Pledgors and Party C shall comply with the provisions of all the laws and regulations relating to the pledge of rights, and shall, within five (5) days upon receipt of any notice, order or recommendation issued or promulgated by the relevant competent authorities regarding the Pledge, present it to the Pledgee and concurrently comply with such notice, order or recommendation, or object thereto upon the reasonable request or consent of the Pledgee;

6.1.3 The Pledgors and Party C shall promptly notify the Pledgee of any event or notice received by the Pledgors that may have an impact on the Pledged Equity Interest or any portion thereof, and that may change any warranties and obligations of the Pledgors hereunder or may have an impact on the fulfillment of any obligations by the Pledgors hereunder;

6.2 The Pledgors agree that the rights granted to the Pledgee in respect of the Pledge hereunder shall not be interrupted or impaired by any legal procedure initiated by the Pledgors, any successors of the Pledgors or their entrusting party or any other persons.

6.3 The Pledgors undertake to the Pledgee that in order to protect or perfect the security for the Contractual Obligations and the Secured Indebtedness under this Agreement, the Pledgors shall execute in good faith and cause other parties who have interests in the Pledge to execute all the certificates of rights, deeds, and/or perform and procure other parties who have interests in the Pledge to perform the acts as required by the Pledgee, facilitate the exercise of the Pledgee's rights and authorizations granted hereunder and enter into all relevant documents regarding ownership of the Pledged Equity Interest with the Pledgee or any person (individuals or legal persons) designated by the Pledgee, as well as provide the Pledgee with all notices, orders and decisions regarding the Pledge as required by the Pledgee within a reasonable period of time.

6.4 The Pledgors hereby undertake to the Pledgee that they will comply with and perform all the undertakings, representations and warranties and terms and conditions hereunder. In the event that the Pledgors fail to perform or fail to fully perform such undertakings, representations and warranties and terms and conditions hereunder, the Pledgors shall indemnify the Pledgee against all the losses resulting therefrom.

#### **Article 7 Event of Default**

7.1 Each of the following circumstances shall constitute an Event of Default:

7.1.1 The Pledgors breach any of their obligations under the Transaction Documents and/or this Agreement;

7.1.2 Party C breaches any of its obligations under the Transaction Documents and/or this Agreement.

7.2 Should the Pledgors and Party C know or identify the occurrence of any event set forth in Article 7.1 or any circumstance that may result in the foregoing events, they shall immediately notify the Pledgee in writing.

7.3 Unless an Event of Default set forth in this Article 7.1 has been remedied at the request of the Pledgee within twenty (20) days upon receipt of the notice from the Pledgee to the Pledgors and/or Party C requesting the rectification of such Event of Default, the Pledgee may issue a Notice of Default to the Pledgors in writing at any time thereafter, requesting the exercise of the Pledge in accordance with Article 8 hereof.

#### **Article 8 Exercise of the Pledge**

8.1 The Pledgee shall issue a written Notice of Default to the Pledgors for the exercise of the Pledge.

8.2 Subject to the provisions of Article 7.3, the Pledgee may exercise its right to dispose of the Pledge at any time after the issuance of the Notice of Default in accordance with Article 8.1. Upon the Pledgee's decision to exercise its right to dispose of the Pledge, the Pledgors shall no longer own any right and interest in respect of the Pledged Equity Interest.

8.3 Upon the issuance of the Notice of Default in accordance with Article 8.1, the Pledgee is entitled to exercise all the remedies, rights and powers available to it under the PRC laws, the Transaction Documents and this Agreement, including without limitation to monetize, auction or sell the Pledged Equity Interests for preferential compensation. The Pledgee shall not be held liable for any losses arising from its reasonable exercise of such rights and powers.

8.4 The proceeds received by the Pledgee as a result of the exercise of the Pledge shall be first

applied towards payment of the taxes and administrative charges payable in connection with the disposal of the Pledged Equity Interest and the performance of the Contractual Obligations and the repayment of the Secured Indebtedness to the Pledgee. Any balance after the deduction of the foregoing payments shall be returned to the Pledgors or any other person who is entitled to such balance under applicable laws and regulations, or be deposited with the notary public at the place where the Pledgors are located, at the cost of the Pledgors; and to the extent permitted by the PRC laws, the Pledgors shall unconditionally gift such balance to the Pledgee or any person designated by the Pledgee.

8.5 The Pledgee shall be entitled to elect to exercise, simultaneously or successively, any of its remedies for breach of contract; and the Pledgee shall not be required to first exercise other remedies for breach of contract prior to exercising its right to monetize, auction or sell the Pledged Equity Interest hereunder.

8.6 The Pledgee shall be entitled to designate in writing its legal counsel or other agents to exercise on its behalf the Pledge, and neither the Pledgors nor Party C shall object thereto.

8.7 When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgors and Party C shall provide necessary assistance to the Pledgee for its exercise of the Pledge.

#### **Article 9 Liabilities for Breach of Agreement**

9.1 If the Pledgors or Party C commits any material breach of any term of this Agreement, the Pledgee shall have right to terminate this Agreement and/or require the Pledgors or Party C to indemnify all damages. This Article 9 shall not prejudice any other rights of the Pledgee hereunder.

9.2 Unless otherwise provided by law, in no event shall the Pledgor or Party C be entitled to terminate or cancel this Agreement.

#### **Article 10 Assignment**

10.1 The Pledgors and Party C shall not gift or assign their rights and obligations hereunder without the prior written consent of the Pledgee.

10.2 This Agreement shall be binding upon the Pledgors and their successors and permitted assignees, and effective upon the Pledgee and each of its successors and assignees.

10.3 The Pledgee may assign any or all of its rights and obligations under the Transaction Documents and this Agreement to any person designated by it at any time. In this case, the assignee shall enjoy and assume the rights and obligations of the Pledgee under the Transaction Documents and this Agreement as if the assignee were a party hereto or thereto, as applicable.

10.4 In the event of a change of Pledgee due to assignment, the Pledgors and/or Party C shall, at the request of the Pledgee, enter into a new pledge agreement with the new pledgee with the same terms and conditions as this Agreement, and register such new pledge with the relevant administration for market regulation.

10.5 The Pledgors and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Parties, including the Transaction Documents, perform the obligations under the Transaction Documents, and refrain from any action/omission that may affect the validity and enforceability thereof. Unless with the written instructions of the Pledgee, the Pledgors shall not exercise their retained rights in respect of the Pledged Equity Interest.

#### **Article 11 Termination**

11.1 Upon the full and complete performance of all of the Contractual Obligations and full satisfaction of the Secured Indebtedness by the Pledgors and Party C, the Pledgee shall, upon the Pledgors' request, release the Pledge of the Pledged Equity Interest hereunder and cooperate with the Pledgors in relation to both the deregistration of the Pledge of the Pledged Equity Interest in the shareholders' register of Party C and the deregistration of the Pledge of the Pledged Equity Interest with the relevant administration for market regulation, as soon as practicably possible.

11.2 Articles 9, 13, 14 and 11.2 hereof shall survive the termination of this Agreement.

#### **Article 12 Costs and Other Expenses**

All costs and actual expenses arising in connection with this Agreement, including without limitation the legal fees, processing fees, stamp duty, any other taxes and expenses, shall be borne by Party C.

#### **Article 13 Confidentiality**

The Parties acknowledge and confirm that any oral or written information related to this Agreement, the content hereof and exchanged for the purpose of preparation or performance of this Agreement shall be regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without prior written consent of the other Party, it shall not disclose any confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is subject to disclosure required under the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Article. Disclosure of any confidential information by the shareholders, directors, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

#### **Article 14 Applicable Law and Dispute Resolution**

14.1 The conclusion, validity, interpretation, performance, revision and termination and dispute resolution of this Agreement shall be governed by the PRC laws.

14.2 In case of any dispute arising out of the performance of this Agreement or in connection with this Agreement, either Party may submit such dispute to Beijing Arbitration Commission ("BAC") for arbitration in Beijing in accordance with the arbitration rules of BAC then in force. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the arbitration rules, with the claimant appointing one arbitrator, the respondent appointing one arbitrator, and the third arbitrator appointed by the first two arbitrators or appointed by BAC. The arbitration shall be conducted in confidentiality and the language used in the arbitration shall be Chinese. The arbitration award shall be final and binding upon the Parties. Where appropriate, the arbitration tribunal or the arbitrator may award compensation in respect of the equity, assets, property interests or land assets of Party C and its subsidiaries (if any), award compulsory remedies (including but not limited to those necessary for conducting business or mandating transfer of assets), or direct liquidation of Party C and its subsidiaries, in accordance with the dispute resolution provisions and/or applicable PRC laws. Moreover, pending the formation of the arbitration tribunal or otherwise under appropriate conditions, either Party may seek preliminary injunctive relief or other interlocutory remedies to facilitate the arbitration from a court with competent jurisdiction, including the PRC courts, which shall also include the courts of Hong Kong, Cayman Islands and the place where the main assets of Party C and/or its subsidiaries are located.

14.3 Pending arbitration of any dispute, except for the disputed matters under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder.

#### **Article 15 Notice**

15.1 All notices and other communications required or permitted to be given hereunder shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively served shall be determined as follows:

15.1.1 Notices given by personal delivery (including courier service), shall be deemed

effectively served on the date of signature for receipt;

15.1.2 Notices given by registered mail, postage prepaid, shall be deemed effectively served on the 15th day after the date on the registered letter receipt;

15.1.3 Notices given by facsimile transmission, shall be deemed effectively served on the date indicated on the fax transmission record, unless it is delivered after 5 o'clock p.m. or on a non-business day per the local time of the recipient, in which case, it shall be deemed effectively served on the business day immediately following the date indicated on the fax transmission record.

15.2 For the purpose of notice, the addresses of the Parties shall be as below:

Party A: Realsee (Tianjin) Technology Co., Ltd.

Address: \*\*\*\*\*

Attn: \*\*\*\*\*

Phone: \*\*\*\*\*

Email: \*\*\*\*\*

Party B: Party C's shareholders listed in Appendix 1 hereto

Address: \*\*\*\*\*

Attn: \*\*\*\*\*

Phone: \*\*\*\*\*

Email: \*\*\*\*\*

Party C: Runikeshi (Beijing) Technology Co., Ltd.

Address: \*\*\*\*\*

Attn: \*\*\*\*\*

Phone: \*\*\*\*\*

Email: \*\*\*\*\*

15.3 Either Party may change its address for notice at any time by delivering a notice to the other Party in accordance with this Article.

#### **Article 16 Severability**

In the event that any or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by laws the intentions of the Parties, and are of an economic effect as close as possible to that of such invalid, illegal or unenforceable provisions.

#### **Article 17 Appendices**

The appendices attached to this Agreement shall be integral parts of this Agreement.

#### **Article 18 Effectiveness**

18.1 This Agreement shall become effective upon the date of execution (which will be signed by hand, in case of natural person; or affixation of seal, in case of non-natural person) by the Parties.

18.2 Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon signing or affixation of seal by the Parties and completion of the governmental registration procedures (if applicable) in accordance with the regulations.

#### **Article 19 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall have the same legal effect.

*[Remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**Realsee (Tianjin) Technology Co., Ltd. (seal)**

/s/ Realsee (Tianjin) Technology Co., Ltd. (seal)

Signed by: /s/ HUI Xinchun

Name: HUI Xinchun

Title: Legal Representative

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**HUI Xinchun**

Signed by: /s/ HUI Xinchun

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**PAN Cihui**

Signed by: /s/ PAN Cihui

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**SHI Wenbo**

Signed by: /s/ SHI Wenbo

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**WU Ge**

Signed by: /s/ WU Ge

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**YANG Yonglin**

Signed by: /s/ YANG Yonglin

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**ZHOU Yan**

Signed by: /s/ ZHOU Yan

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**YANG Guang**

Signed by: /s/ YANG Guang

Equity Interest Pledge Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Equity Interest Pledge Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**Runikeshi (Beijing) Technology Co., Ltd. (seal)**

/s/ Runikeshi (Beijing) Technology Co., Ltd. (seal)

Signed by: /s/ HUI Xinchun \_\_\_\_\_

Name: HUI Xinchun

Title: Legal Representative

Equity Interest Pledge Agreement  
Signature Page

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Appendix 1: Shareholding Structure of Party C

Shareholders	Subscribed Registered Capital (RMB)	Contribution Percentage
HUI Xincheng	161,140	80.57%
PAN Cihui	9,140	4.57%
SHI Wenbo	8,580	4.29%
WU Ge	8,000	4%
YANG Yonglin	5,140	2.57%
ZHOU Yan	4,000	2%
YANG Guang	4,000	2%
<b>Total</b>	<b>200,000</b>	<b>100%</b>

Equity Interest Pledge Agreement  
Appendix 1

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## Appendix 2

1. Party C's Register of Shareholders (which shall indicate the equity pledge hereunder);
2. Party C's Certificate of Capital Contribution;
3. Exclusive Business Cooperation Agreement;
4. Exclusive Option Agreement;
5. Power of Attorney.

Equity Interest Pledge Agreement  
Appendix 2

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### Exclusive Option Agreement

This Exclusive Option Agreement (this “Agreement”) is made and entered into on July 12, 2023 in Beijing, the People’s Republic of China (“China” or the “PRC”, which, for the purpose of this Agreement, excludes Hong Kong Special Administration Region, Macau Special Administration Region and Taiwan) by and among:

**Party A: Realsee (Tianjin) Technology Co., Ltd.**

Legal Representative: HUI Xinchun

**Party B:** Party C’s shareholders listed in Appendix 1 hereto (hereinafter referred to collectively as “Party B” or the “Existing Shareholders” and individually as an “Existing Shareholder” or “Party B”)

**Party C: Runikeshi (Beijing) Technology Co., Ltd.**

Legal Representative: HUI Xinchun

(Party A, Party B and Party C shall be hereinafter collectively referred to as the “Parties” and individually as a “Party”).

**WHEREAS,**

- (1) Party B is the shareholder of Party C, and Party B duly holds all the equity interests in Party C on the date hereof; and Party C’s shareholding structure on the date hereof is set forth in Appendix 1 hereto;
- (2) Party B agrees to hereby grant Party A and Party A agrees to accept an option to purchase the equity interest in Party C held by Party B in whole or in part.

NOW, THEREFORE, the Parties agree as follows upon negotiation:

#### Article 1 Purchase and Sale of Equity Interest

##### 1.1 Option Granted

The Existing Shareholders hereby irrevocably grant Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by the Existing Shareholders in one transaction or a series of transactions at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by the PRC laws and at the price described in Article 1.3 herein (“Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the Existing Shareholders. Party C hereby agrees to the grant by the Existing Shareholders of the Equity Interest Purchase Option to Party A. The Existing Shareholders hereby waive their respective right of first refusal with respect to the equity interests in Party C under Party C’s Articles of Association and the PRC laws, and hereby irrevocably agree to transfer the equity interests in Party C to Party A and/or the Designee(s). The term “person” as used in this paragraph and this Agreement shall refer to an individual, corporation, partnership, partner, enterprise, trust, or non-corporate organization.

##### 1.2 Steps for Exercise

Party A shall exercise its Equity Interest Purchase Option subject to the PRC laws and regulations. When Party A exercises the Equity Interest Purchase Option, a written notice shall be issued to the

Existing Shareholders (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's or the Designee's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from the Existing Shareholders (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests or the date for the transfer of the Optioned Interests. Upon receipt of the Equity Interest Purchase Option Notice, the Existing Shareholders shall transfer all the Optioned Interests to Party A and/or the Designee as set forth in Article 1.4 hereof.

### 1.3 Purchase Price of Equity Interest

The total price of Party A's exercise of the Equity Interest Purchase Option to purchase all the Optioned Interests held by Party B in Party C shall be the then paid-in capital of the Optioned Interests or the lowest price permitted by the PRC laws, whichever lower; and in case that Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, the purchase price shall be calculated pro rata. If the PRC laws require valuation of the equity interest at the time of Party A's exercise, the Parties shall negotiate separately in good faith and make necessary adjustments to such purchase price on the basis of valuation to comply with the then applicable PRC laws (collectively referred to as the "Equity Interest Purchase Price"). Party B shall, within ten (10) days after receiving the Equity Interest Purchase Price and legally paying/withholding the relevant taxes (if any) in full, give the balance thereof gratuitously to Party A or the person designated by Party A.

### 1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option by Party A:

1.4.1 The Existing Shareholders shall cause Party C to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving the Existing Shareholders' transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 The Existing Shareholders shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the Optioned Interests to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 The Existing Shareholders shall execute an equity interest transfer contract with respect to each transfer with Party A and/or the Designee(s) (as the case may be), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice, in form and substance satisfactory to Party A and/or the Designee(s);

1.4.4 The Existing Shareholders shall, within thirty (30) days after the receipt of the Equity Interest Purchase Option Notice, sign all other requisite contracts, agreements or documents with relevant parties, obtain all requisite governmental approvals and consents, and take all necessary actions, to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s) free of any security interest and cause Party A and/or the Designee(s) to become the registered owner of the Optioned Interests. For the purpose of this paragraph and this Agreement, "security interest" shall include security, pledge, third party's right or interest, any stock option, acquisition right, right of first refusal, right to offset, retention of title, or other security arrangements, but shall, for the sake of clarity, exclude any security interest created by this Agreement, the Equity Interest Pledge Agreement of the Existing Shareholders, and the Power of Attorney of the Existing Shareholders. "Equity Interest Pledge Agreement of the Existing Shareholders" as used in this Agreement shall refer to the Equity Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, or restatements thereto. "Power of Attorney of the Existing Shareholders" as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof and granted to Party A and any modifications, amendments, or restatements thereto.

## Article 2 Covenants

### 2.1 Covenants regarding Party C

Party B (as shareholder of Party C) and Party C hereby covenant severally but not jointly that:

2.1.1 Without the prior written consent of Party A, they will not make any addition, modification or amendment to the articles of association of Party C in any form, or increase or decrease Party C's registered capital, or otherwise change Party C's registered capital;

2.1.2 They will maintain Party C's corporate existence in accordance with good financial and commercial standards and practices, obtain and maintain all necessary governmental licenses and permits required for the business conducted by Party C, and procure Party C to prudently and effectively operate its business and handle its affairs;

2.1.3 Without the prior written consent of Party A, they will not sell, transfer, pledge or otherwise dispose any legal or beneficial interests in and to any material assets, business or revenue of Party C of a value over RMB10,000,000, or allow the creation of any other security interests thereon, at any time from the date hereof;

2.1.4 Without the prior written consent of Party A, they will not incur, succeed, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary or normal course of business other than through loans;

2.1.5 They will always operate all (of Party C's) businesses within the normal business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

2.1.6 Without the prior written consent of Party A, they will not allow Party C to enter into any material contract, except the contracts in the ordinary course of business (for the purpose of this paragraph, a contract with a total amount over RMB10,000,000 shall be deemed a material contract);

2.1.7 Without the prior written consent of Party A, Party C will not provide any loan or credit to any person, or provide security or guarantee for the debts of any third party;

2.1.8 At the request of Party A, they will provide Party A with all information on the operational and financial condition of Party C;

2.1.9 If requested by Party A, Party C shall procure and maintain insurance in respect of its assets and business from an insurance carrier acceptable to Party A, of an amount and type of coverage typical for companies that operate similar businesses;

2.1.10 Without the prior written consent of Party A, Party C shall not merge, combine with, acquire, or invest in any person;

2.1.11 They shall immediately notify Party A of any actual or threatened litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;

2.1.12 To maintain Party C's ownership of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and make necessary or appropriate defenses against all claims;

2.1.13 Without the prior written consent of Party A, Party C shall not distribute dividends in any form to its shareholders, provided that at the request of Party A, Party C shall immediately distribute all of its distributable profits to its shareholders;

2.1.14 At the request of Party A, they shall appoint any person designated by Party A as director and officer or other management personnel that shall be appointed and removed by shareholders, of Party C;

2.1.15 Without the prior written consent of Party A, Party C shall not engage in any business in competition with Party A or its affiliates;

2.1.16 Unless otherwise required by the PRC laws, Party C shall not be dissolved or liquidated without the prior written consent of Party A;

2.1.17 Once the PRC laws permit a foreign investor to hold and/or invest through WFOE in the main business of Party C in China, and the relevant PRC competent authorities begin to approve such business, then after Party A exercises the Equity Interest Purchase Option, the Existing Shareholders shall immediately transfer their equity interests in Party C to Party A or the Designee(s), and Party C shall cooperate with the equity transfer procedures; and

2.1.18 If Party C is dissolved or liquidated under the PRC laws, Party A may exercise the Equity Interest Purchase Option and exercise all investor's rights to Party C, and legally take part in the distribution of Party C's remaining property (i.e. the property remained after paying the liquidation costs, employees' wages, social insurance contributions and statutory severance pay, any taxes owed, and paying off any corporate debts). In the event that Party A does not exercise the Equity Interest Purchase Option, Party B shall promptly gift any proceeds of liquidation from Party C to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws.

2.1.19 With respect to the covenants applicable to Party C under this Article 2.1, the Existing Shareholders and Party C shall cause Party C's subsidiaries (if any) to abide by such covenants where applicable, as if such subsidiaries were Party C under the corresponding paragraphs.

## 2.2 Covenants of Existing Shareholders

The Existing Shareholders hereby covenant that:

2.2.1 Without the prior written consent of Party A, they shall not sell, transfer, pledge or otherwise dispose any of their legal or beneficial interest in any equity interests in Party C, or allow the creation of any other security interests thereon, except for those created under the Equity Interest Pledge Agreement of the Existing Shareholders, the Power of Attorney of the Existing Shareholders and this Agreement;

2.2.2 They shall cause the shareholders' meeting and/or directors (or the executive director) of Party C not to approve, without the prior written consent of Party A, to sell, transfer, pledge or otherwise dispose any of the legal or beneficial interest in any equity interests in Party C held by the Existing Shareholders, or allow the creation of any other security interests thereon, except for those created under the Equity Interest Pledge Agreement of the Existing Shareholders, the Power of Attorney of the Existing Shareholders and this Agreement;

2.2.3 Without the prior written consent of Party A, the Existing Shareholders shall cause the shareholders' meeting and/or directors (or the executive director) of Party C not to approve Party C to merge or combine with, or acquire or invest in any person;

2.2.4 They shall immediately notify Party A of any actual or threatened litigation, arbitration,

or administrative proceedings relating to the equity interests in Party C held by them;

2.2.5 They shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote for the transfer of the Optioned Interests as set forth in this Agreement and to take any other actions that may be requested by Party A;

2.2.6 To the extent necessary to maintain their ownership of the equity interests in Party C, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and make necessary or appropriate defenses against all claims;

2.2.7 At the request of Party A, they shall appoint any person designated by Party A as the director and officer or other management personnel that shall be appointed and removed by shareholders, of Party C;

2.2.8 Each of the Existing Shareholders hereby waives its right of first refusal (if any) with respect to the transfer of equity interest by any other shareholder of Party C to Party A, and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, the Equity Interest Pledge Agreement of the Existing Shareholders and the Power of Attorney of the Existing Shareholders, and accepts not to take any actions in conflict with such documents executed by the other shareholders, if any;

2.2.9 The Existing Shareholders shall promptly gift any profits, interests, dividends, or proceeds of liquidation from Party C to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and

2.2.10 They shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Existing Shareholders, Party C, and Party A, fully perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the validity and enforceability thereof. To the extent that the Existing Shareholders have any retained rights with respect to the equity interests hereunder or under the Equity Interest Pledge Agreement of the Existing Shareholders or under the Power of Attorney of the Existing Shareholders, the Existing Shareholders shall not exercise such rights unless with the written instructions of Party A.

### **Article 3 Representations and Warranties**

#### **3.1 Representations and Warranties of the Existing Shareholders and Party C**

The Existing Shareholders and Party C hereby severally but not jointly represent and warrant to Party A on the date hereof and on each date of transfer that:

3.1.1 They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are a party concerning each transfer of the Optioned Interests as described hereunder (each, a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contract. The Existing Shareholders and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement at Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party, once executed and effective, constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

3.1.2 The Existing Shareholders and Party C have obtained approvals and consents (if required) from the relevant governmental authorities and third parties for the execution, delivery, and



performance of this Agreement;

3.1.3 The execution and delivery of this Agreement or any Transfer Contract and the performance of their obligations under this Agreement or any Transfer Contract shall not: (i) cause any violations of any applicable PRC laws; (ii) conflict with the articles of association or other organizational documents of Party C; (iii) cause the breach of or constitute any default under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.1.4 The Existing Shareholders have good and marketable title to the equity interests held by them in Party C. Except for the Equity Interest Pledge Agreement of the Existing Shareholders and the Power of Attorney of the Existing Shareholders, the Existing Shareholders have not created any security interest or encumbrance on such equity interests;

3.1.5 Party C has good and marketable title to all of its assets, and has not created any security interest thereon;

3.1.6 Party C has no outstanding debt, except for (i) debts arising in the normal course of business; and (ii) debts that have been disclosed to Party A and consented by Party A in writing;

3.1.7 Party C will comply with all laws and regulations applicable to asset acquisition;

3.1.8 There is no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C itself; and

3.1.9 Only with respect to an Existing Shareholder who is a natural person, the equity interests in Party C held by Party B is not the common property between Party B and his spouse, and Party B's spouse does not own or control the equity interests in Party C; Party B's operation and management over and other voting matters of Party C due to his holding of the equity interests in Party C shall not be affected by his spouse.

#### **Article 4 Term**

This Agreement shall become effective upon the date of execution (which will be signed by hand, in case of natural person; or affixation of seal, in case of non-natural person) by the Parties. This Agreement will remain in effect until all equity interests held by Party B in Party C have been duly transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement, or otherwise agreed by the Parties upon negotiation. During the term hereof, Party A may, at its sole discretion, unconditionally terminate or cancel this Agreement by giving a prior written notice to Party B, without any liability.

#### **Article 5 Applicable Law and Dispute Resolution**

##### **5.1 Applicable Law**

The conclusion, validity, interpretation, performance, amendment and termination and dispute resolution of this Agreement shall be governed by the PRC laws.

##### **5.2 Dispute Resolution Mechanism**

In case of any dispute arising out of the performance of this Agreement or in connection with this

Agreement, either Party may submit such dispute to Beijing Arbitration Commission (“BAC”) for arbitration in Beijing in accordance with the arbitration rules of BAC then in force. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the arbitration rules, with the claimant appointing one arbitrator, the respondent appointing one arbitrator, and the third arbitrator appointed by the first two arbitrators or appointed by BAC. The arbitration shall be conducted in confidentiality and the language used in the arbitration shall be Chinese. The arbitration award shall be final and binding upon the Parties. Where appropriate, the arbitration tribunal or the arbitrator may award compensation in respect of the equity, assets, property interests or land assets of Party C and its subsidiaries (if any), award compulsory remedies (including but not limited to those necessary for conducting business or mandating transfer of assets), or direct liquidation of Party C and its subsidiaries, in accordance with the dispute resolution provisions and/or applicable PRC laws. Moreover, pending the formation of the arbitration tribunal or otherwise under appropriate conditions, either Party may seek preliminary injunctive relief or other interlocutory remedies to facilitate the arbitration from a court with competent jurisdiction, including the PRC courts, which shall also include the courts of Hong Kong, Cayman Islands and the place where the main assets of Party C and/or its subsidiaries are located. Pending arbitration of any dispute, except for the disputed matters under arbitration, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder.

#### **Article 6 Taxes and Fees**

Each Party shall pay the taxes incurred by or levied on it in accordance with the PRC laws in connection with the preparation and execution of this Agreement.

#### **Article 7 Notice**

7.1 All notices and other communications required or permitted to be given hereunder shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively served shall be determined as follows:

7.1.1 Notices given by personal delivery (including courier service), shall be deemed effectively served on the date of signature for receipt;

7.1.2 Notices given by registered mail, postage prepaid, shall be deemed effectively served on the 15th day after the date on the registered letter receipt;

7.1.3 Notices given by facsimile transmission, shall be deemed effectively served on the date indicated on the fax transmission record, unless it is delivered after 5 o'clock p.m. or on a non-business day per the local time of the recipient, in which case, it shall be deemed effectively served on the business day immediately following the date indicated on the fax transmission record.

7.2 For the purpose of notice, the addresses of the Parties shall be as below:

Party A: Realsee (Tianjin) Technology Co., Ltd.

Address: \*\*\*\*\*

Attn: \*\*\*\*\*

Phone: \*\*\*\*\*

Email: \*\*\*\*\*

Party B: Party C’s shareholders listed in Appendix 1 hereto

Address: \*\*\*\*\*

Attn: \*\*\*\*\*

Phone: \*\*\*\*\*  
Email: \*\*\*\*\*

Party C: Runikeshi (Beijing) Technology Co., Ltd.  
Address: \*\*\*\*\*  
Attn: \*\*\*\*\*  
Phone: \*\*\*\*\*  
Email: \*\*\*\*\*

7.3 Either Party may change its address for notice at any time by delivering a notice to the other Party in accordance with this Article.

#### **Article 8 Confidentiality**

The Parties acknowledge and confirm that any oral or written information related to this Agreement, the content hereof and exchanged for the purpose of preparation or performance of this Agreement shall be regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the prior written consent of the other Parties, it shall not disclose any confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is subject to disclosure required under the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Article. Disclosure of any confidential information by the shareholders, directors, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

#### **Article 9 Further Assurance**

The Parties agree to promptly execute documents and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purpose of this Agreement.

#### **Article 10 Liabilities for Breach of Agreement**

10.1 If the Existing Shareholders or Party C commits any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require the Existing Shareholders or Party C to indemnify all damages. This Article 10.1 shall not prejudice any other rights of Party A hereunder.

10.2 Unless otherwise provided for by laws, the Existing Shareholders and Party C shall in no case be entitled to terminate or cancel this Agreement.

#### **Article 11 Miscellaneous**

##### **11.1 Amendment, Change and Supplement**

Any amendment, change or supplement to this Agreement shall be made in a written agreement signed by each Party. Any amendment agreement and supplementary agreement signed by the Parties with respect to this Agreement shall be integral parts of this Agreement and have the same legal effect as this Agreement.

##### **11.2 Entire Agreement**

Except for the written amendments, supplements or changes made after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

### 11.3 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

### 11.4 Severability

In the event that any or more provisions of this Agreement are held to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by laws the intentions of the Parties, and are of an economic effect as close as possible to that of such invalid, illegal or unenforceable provisions.

### 11.5 Successor

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

### 11.6 Survival

Any obligation that is due or accrued as a result of this Agreement prior to the expiration or early termination of this Agreement shall survive such expiration or early termination. Articles 5, 8, 10 and 11.6 hereof shall survive the termination of this Agreement.

### 11.7 Waiver

Any Party may waive the terms and conditions of this Agreement, provided that such waiver must be made in writing and signed by the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall be deemed as a waiver by such Party with respect to any similar breach of other Parties in other circumstances.

### 11.8 Language and Counterpart

This Agreement shall be written in Chinese and may be executed in any number of counterparts, each of which shall have the same legal effect.

*[Remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**Realsee (Tianjin) Technology Co., Ltd. (seal)**  
/s/ Realsee (Tianjin) Technology Co., Ltd. (seal)

Signed by: /s/ HUI Xinchun  
Name: HUI Xinchun  
Title: Legal Representative

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**HUI Xinchun**

Signed by: /s/ HUI Xinchun

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**PAN Cihui**

Signed by: /s/ PAN Cihui

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**SHI Wenbo**

Signed by: /s/ SHI Wenbo

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**WU Ge**

Signed by: /s/ WU Ge

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**YANG Yonglin**

Signed by: /s/ YANG Yonglin

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Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**ZHOU Yan**

Signed by: /s/ ZHOU Yan

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**YANG Guang**

Signed by: /s/ YANG Guang

Exclusive Option Agreement  
Signature Page

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first written above, which will take effect in accordance with the provisions of this Agreement.

**Runikeshi (Beijing) Technology Co., Ltd. (seal)**

/s/ Runikeshi (Beijing) Technology Co., Ltd. (seal)

Signed by: /s/ HUI Xinchun

Name: HUI Xinchun

Title: Legal Representative

Exclusive Option Agreement  
Signature Page

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Appendix 1: Shareholding Structure of Party C

Shareholders	Subscribed Registered Capital (RMB)	Contribution Percentage
HUI Xincheng	161,140	80.57%
PAN Cihui	9,140	4.57%
SHI Wenbo	8,580	4.29%
WU Ge	8,000	4%
YANG Yonglin	5,140	2.57%
ZHOU Yan	4,000	2%
YANG Guang	4,000	2%
<b>Total</b>	<b>200,000</b>	<b>100%</b>

Exclusive Option Agreement  
Appendix 1

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**SHARE PURCHASE AGREEMENT**

ON

**KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.**

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**October 10, 2023**

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## Share Purchase Agreement

This Share Purchase Agreement (this “**Agreement**”) is made and entered into on October 10, 2023 (the “**Signing Date**”) in Beijing, the PRC (as defined below) by and among:

- A. **Kongjian Zhihui Decoration (Beijing) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91110102562106843T and having its registered address at #901-96 (Cluster Registration), 9/F, Building No. 17, Courtyard No. 30, Shixing Avenue, Shijingshan District, Beijing (“**Target Company**”);
- B. **Persons listed in Schedule A-1**;
- C. **CHEN Wei**, a PRC citizen with ID Card number being \*\*\*;
- D. **XIN Yihua**, a PRC citizen with ID Card number being \*\*\* (together with CHEN Wei, referred to individually as the “**Founder**” or “**Transferor**” or collectively as the “**Founders**” or “**Transferors**”); and
- E. **Beike Meijia Technology (Zhejiang) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91330100MAC41WCQ4C and having its registered address at Room 2118, 21/F, Chenrong Building, 988 Shangtang Road, Gongshu District, Hangzhou, Zhejiang Province (“**Beike**” or “**Purchaser**”),

which, shall be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS,

- 1. The Group Companies (as defined below) mainly engage in the business of home renovation and furnishing (“**Main Business**”);
- 2. As of the Signing Date of this Agreement, the registered capital of the Target Company is RMB6,946,314, of which, the paid-in capital is RMB6,630,257, and the shareholding structure of the Target Company is set forth in Schedule B-1; CHEN Wei is the Founder and actual controller of the Target Company;
- 3. The Purchaser proposes to acquire 100% equity in the Target Company held by the existing shareholders of the Target Company (the “**Acquisition Transaction**”), and the Transaction (as defined below) is part of the Purchaser’s acquisition of the 100% equity in the Target Company; the Transferors in the Transaction jointly hold 18.2399% equity in the Target Company (corresponding to registered capital of RMB1,267,000 of the Target Company); and the Transferors propose to sell to the Purchaser and the Purchaser is willing to accept the transfer of the 18.2399% equity in the Target Company (corresponding to registered capital of RMB1,267,000) jointly held by the Transferors free from any encumbrance in accordance with the terms and conditions of this Agreement.

### THEREFORE, IT IS AGREED THAT:

#### Article 1 Definitions and Interpretation

##### 1.1 Definitions of Certain Terms

Unless the context otherwise requires, the following terms, when used herein, shall have the meanings ascribed to them below:

“**Circular 37**” refers to the Circular of the State Administration of Foreign Exchange on Relevant Issues concerning Foreign Exchange Administration for Overseas Investment, Financing and Round Trip Investment Undertaken by Domestic Residents via Special Purpose Companies (Hui Fa [2014] No.37) and its relevant operating guidelines.

“**Covenantor**” or “**Covenantors**” individually or collectively refer to the Group Companies, the Founders and the Transferors, provided that, in case of Closing, the Group Companies shall not be deemed as Covenantors ab initio.

“**Laws**” refer to the national, federal, supranational, international, state, provincial, local or similar statutes, laws, decrees, ordinances, rules, codes, guidelines, orders, directives, guidance, judicial interpretations, administrative regulations, normative documents and the rules governing the issuance and trading of securities on the relevant stock exchanges in or outside the PRC.

“**Liabilities**” refer to all debts, liabilities and obligations, accrued or fixed, absolute or contingent, due or undue, including without limitation, those arising under any Law, Action or Government Order and any contract, agreement, covenant or undertaking.

“**Officer**” refers to any person at or above the level of Senior Director.

“**Affiliate**” refers to, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; and for the avoidance of doubt, with respect to any individual, the term “**Affiliate**” also includes (i) his spouse, parents, children and their spouses, sibling and their spouses, (ii) his spouse’s parents, sibling and their spouses, (iii) trustee of any trust of which such individual or his immediate family member is a beneficiary or, where the trust is a discretionary trust, a discretionary object, and (iv) any entity or company controlled by the foregoing.

“**Connected Transaction**” refers to any transaction between any of the following Persons on one part and any of the Group Companies on the other part: (i) shareholders of the Group Companies; (ii) directors, supervisors, Officers or employees of the Group Companies; (iii) directors, supervisors, Officers or Management Personnel of similar levels and functions of any legal person or other entity directly or indirectly controlling any of the Group Companies; or (iv) respective Affiliates of the foregoing.

“**Core Employees**” refer to Officers of the Group Companies and other employees playing an important role in the Group Companies. Covenantors confirm that all Core Employees of the Group Companies as of the Closing Date are set forth in Schedule D-1.

“**Management Holding Platforms**” refer to Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership) and Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership), and a “**Management Holding Platform**” refers to either of the Management Holding Platforms.

“**business day**” refers to any day other than Saturday, Sunday and other days on which banks

in the PRC are required or authorized by Laws to close.

“**contract**” refers to any oral or written contract, agreement, order, purchase order, or other similar document, arrangement or plan.

“**Fundamental Representations and Warranties**” refer to all representations and warranties made under Section 1 (Due Incorporation), Section 2 (Power, Authority, and Capacity), Section 3 (No Conflict), Section 4 (Ownership), Section 5 (No Investment Interest; No Undisclosed Business), Section 6 (Registered Capital), Section 9 (Compliance with Laws; Government Authorization), Section 10 (Financial Data, Books and Records), Section 13 (Taxes), Section 19 (Labor and Human Resources), Section 20 (Environmental Protection and Work Safety), Section 21 (Actions), Section 24 (No Illegal Payment) and Section 25 (Compliance with Laws on Economic Sanction) of Schedule E-1 and all representations and warranties made under Schedule E-2, attached hereto.

“**Group Companies**” refer to the Target Company and any Person under its direct or indirect control, including without limitation, the Persons listed in Schedule A-1.

“**Transaction Documents**” refer to this Agreement and other documents contemplated hereunder or in connection with the transactions contemplated hereunder.

“**Domestic ESOP Platforms**” refer to Beijing Huke Zhongying Enterprise Management Center (Limited Partnership) and Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), and a “**Domestic ESOP Platform**” refers to either of the Domestic ESOP Platforms.

“**Accounting Standards**” refer to any financial or accounting laws, regulations, ordinances, codes, norms and systems published by any Governmental Authority in the PRC.

“**control**” refers to, with respect to the relationship between two or more Persons, the power, whether exercised or not, to direct or cause the direction of the business, affairs, management or decision of a Person directly, indirectly or as trustee or executor, whether through ownership of equity, voting rights or voting securities, or as trustee or executor, or by contract, contractual arrangement, trust arrangement or otherwise, including but not limited to (i) direct or indirect ownership of fifty percent (50%) or more issued equity or shares in such Person, (ii) direct or indirect ownership of fifty percent (50%) or more voting rights in such Person, (iii) direct or indirect right to appoint a majority of members of the board of directors or similar management organ of such Person. The terms “controlled” and “under common control with” shall have meanings correlative to the foregoing.

“**Core Departing Employees**” refer to the core employees of the Group Companies who have departed or intend to depart (including without limitation, due to downsizing or resignation) before the Closing Date. The Covenantors confirm that the employees of the Group Companies set forth in Schedule D-2 are all Core Departing Employees as of the Signing Date hereof.

“**Disclosure Schedule**” refers to the disclosure schedule attached hereto as Schedule F, the information disclosed in which will constitute an exception to the representations and warranties of the Covenantors and the Transferors. The Covenantors may update the Disclosure Schedule prior to the Closing, provided that any such update must be approved by the Purchaser.

“**Option**” refers to, with respect to a Person, shares or equity in such Person and/or its Affiliates, interests in connection therewith and/or options and warranties which may, directly or indirectly, acquire shares or equity in such Person and/or its Affiliates and/or interests in connection therewith, in each case, granted to employees of such Person and/or its Affiliates.

“**Encumbrance**” refers to any mortgage, pledge, lien (including but not limited to the priority of tax claims, right of revocation and subrogation right), lease (only with respect to equity and owned personal and real property), license (only with respect to equity and owned personal and real property), Option, constraint, right of first refusal, preemptive right, debt burden, preferential arrangement, third-party claim or interest, restrictive undertaking, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, yields or on any other right or interest to exercise the ownership), or any form of security interest, or any form of arrangement with a similar effect and subject to third-party rights.

“**Closing**” refers to the Purchaser’s completion of the payment of the Second Tranche of Transfer Consideration (as defined below) to the Transferors in accordance with this Agreement.

“**Closing Date**” shall be the date on which the Closing takes place.

“**Handover Date**” shall be the date on which the Covenantors deliver all seals, articles, files, documents and other materials set forth in the list of materials as set out in Schedule G-1 and Schedule G-2 to the Purchaser in accordance with this Agreement.

“**RMB**” refers to Renminbi, the legal tender of the PRC.

“**Commerce Department**” refers to the Ministry of Commerce of the People’s Republic of China and its local counterparts.

“**Trade Secret**” refers to any technical information and business information which is owned by a Person, not known to the public, and capable of bringing economic benefits to such Person, including but not limited to: any confidential information relating to R&D, proprietary information, data (including but not limited to commercial, business, technical and financial data) and database, technology, technical solution, design, specification, lists and resources of customers, suppliers and partners, financial information, pricing and cost information, business and marketing plans and proposals, business activities (including financial information, business policies, etc.), released or unreleased software or hardware products, or marketing or promotional materials (including any extract, summary or other derivative form of such information), regardless of the form in which such information is stored or disseminated.

“**Administration for Market Regulation**” or “**AMR**” refers to the State Administration for Market Regulation of the PRC and its local counterparts.

“**Tax**” refers to any and all taxes, levies, duties and other charges of any kind collected by any Governmental Authority (together with any and all interests, fines, surcharges and additional amounts collected in connection therewith), including but not limited to: taxes levied against income, concession, accidental income or other profit, general receipts, property, sales, use, salary, employment, social security, unemployment compensation or net value; taxes in the nature of excise and use tax, withholding tax, transfer tax, value-added tax or profit tax; and customs duty, taxes and similar charges.

“**Action**” refers to any lawsuit, complaint, petition, appeal, request for arbitration, demand, claim, notice of violation, investigation, settlement ruling or agreement, or any claim, lawsuit, complaint, arbitration, inquiry, proceeding or investigation initiated by or before any Governmental Authority.

“**Employee Incentive Plan**” refers to any share ownership plan or similar arrangement which grants equity, interest in connection therewith or right or interest which may, directly or indirectly, acquire equity in the Group Companies to employees of the Group Companies as incentive.

“**Indebtedness**” refers to, with respect to any Person, all obligations of such Person to make payments, including but not limited to: (i) repayment of money borrowed or raised, (ii) acceptance credit, documentary letter of credit or commercial paper loan, (iii) any bond, note, loan, bill or similar instrument; (iv) any deferred payment for assets or services purchased, payment due for the performance of contractual obligations, or liquidated damages, (v) rental payment under any lease (be it a lease on land, machinery, equipment or other items) entered into primarily for the purpose of raising funds or financing the purchase of a leased asset, (vi) any guarantee, bond, standby letter of credit or other document issued for the performance of a contract, and (vii) any mortgage, security or other guarantee for financial losses in connection with the obligations of any Person.

“**Governmental Authority**” refers to any national or international organization, or supranational, federal, state, provincial, local or other government, governmental, regulatory or administrative department, authority or commission, or any court, tribunal or judicial or arbitral institution in or outside the PRC.

“**Government Official**” refers to any officer, employee or candidate of and for any Governmental Authority or its agencies (including enterprises owned or controlled by any Governmental Authority), any public international organization or any political party or political office.

“**Government Authorization**” refers to any and all approvals, permits, certificates, registrations, filings and qualifications required from the Governmental Authority for the conduct of business by any of the Group Companies.

“**Government Order**” refers to any order, writ, judgment, injunction, verdict, regulation, decision or ruling made by any Governmental Authority, alone or together with any other Governmental Authority.

“**Intellectual Property Rights**” include the ownership or exclusive rights in and of: (i) all inventions (whether patentable or not) and improvements thereto, all patents, patent applications and patent disclosures, (ii) all registered trademarks, right to apply for registered trademark, brands, goodwill, logos, service marks, trade names, company name and its translations, (iii) all copyrightable works (whether registered or not), all copyright registrations or applications for registration, (iv) all computer software and systems (including data and files therein) and their improvements and upgrades, (v) all other proprietary rights, (vi) Trade Secrets, (vii) accounts and IDs on third-party platforms such as App Store and Android as well as new media platforms such as Weibo and WeChat, (viii) rights and interests in and to product design documents, source codes or other technical products or operational data, (ix) data collected or obtained in relation to users, products or businesses and the rights and interests associated therewith, (x) any rights similar to Items (i)-(ix) under any Laws, whether the

foregoing is registered or not, and (xi) copies and tangible carriers of all such Intellectual Property Rights (in whatever form and by whatever means).

“**Material Adverse Effect**” refers to (i) the entry into insolvency, liquidation, winding up or debt restructuring by any of the Group Companies and/or any of its existing shareholders, (ii) the loss of any material permits, qualifications or licenses required for any of the Group Companies to carry on its business activities, (iii) the incapacity for civil conduct, or involvement in criminal investigation proceedings, or loss of personal liberty for more than thirty (30) days, of or by any of the Founders, (iv) any material breach of the Remaining Share Transaction Documents by any other existing shareholder of the Target Company which is not cured within twenty (20) business days upon notice from the Purchaser, or (v) any other circumstance, change or impact involving any of the Group Companies and/or any of its existing shareholders and/or the direct or indirect partners or shareholders of such existing shareholders, which, alone or in aggregate, directly or indirectly: (A) causes or may reasonably expect to cause any material adverse effect on the existence, shareholding structure, business, assets, Intellectual Property Rights, Liabilities (including but not limited to contingent liabilities), financial condition, operating results, business prospects or financial position of any of the Group Companies, or (B) causes or may reasonably expect to cause any of the Group Companies and/or its legal representative or Officers to be subject to significant administrative penalties or criminal liabilities, or (C) has or may reasonably expect to have any material adverse effect on the qualifications, licenses or capabilities of any of the Group Companies to carry on its current business, or (D) causes or may reasonably expect to cause any material adverse effect on the validity, binding effect and performance of the Transaction Documents or the Remaining Share Transaction Documents.

“**PRC**” refers to the People’s Republic of China, and shall, for the purpose of this Agreement, exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**Person**” refers to any individual, partnership, firm, limited liability company, corporation, association, trust, cooperative organization, Governmental Authority, non-corporate organization, other juridical person, juridical association, unincorporated organization or other legal entity.

“**Organizational Documents**” refer to the articles of association, bylaws, partnership agreement, limited liability company agreement, trust agreement or other incorporation documents of any Person.

## **1.2 Interpretation and Rules of Construction**

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to article, schedule, appendix, recital, preamble or text herein shall mean the article, schedule, appendix, recital, preamble or text of this Agreement, and such article, schedule, appendix, recital, preamble or text shall be deemed an integral part of this Agreement;
- 1.2.2 The headings and titles herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement in any way;
- 1.2.3 When used herein, the word “including” shall be deemed to be followed by “but not

limited to”;

- 1.2.4 Laws defined or mentioned in this Agreement or any agreement or document mentioned herein refer to such Laws as may be amended, revised or supplemented from time to time, including subsequent Laws replacing the original ones;
- 1.2.5 Any reference to any agreement, instrument or other document herein shall mean such agreement, instrument or other document as may be amended, revised or supplemented from time to time;
- 1.2.6 Any reference to any Person shall also include its permitted assigns and successors; any reference to a company shall include any of its branches;
- 1.2.7 When used herein, “hereof”, “herein”, “hereunder” and other words of similar import shall refer to the entire Agreement, instead of any provision of this Agreement; and
- 1.2.8 The Covenantors shall be jointly and severally liable to each other for the obligations of any Covenantor mentioned herein.

## **Article 2 Transaction Arrangement**

### **2.1 Share Transfer**

- 2.1.1 Subject to this Agreement, each Transferor severally and jointly agrees to transfer and sell 18.2399% equity in the Target Company (corresponding to registered capital of RMB1,267,000) jointly held by them to the Purchaser at the Transfer Consideration agreed in Article 3.1 (the “**Transaction**”), of which, CHEN Wei will transfer 14.4009% equity in the Target Company (corresponding to registered capital of RMB1,000,333) and XIN Yihua will transfer 3.8390% equity in the Target Company (corresponding to registered capital of RMB266,667) (collectively the “**Shares**”).
- 2.1.2 Each Transferor severally and jointly acknowledges and agrees that the Shares transferred to the Purchaser shall be free from any Encumbrance, that the Purchaser shall obtain all rights, titles and interests in and to the Shares upon Closing, and that the ownership of the Shares and any rights and interests in connection with or arising from such ownership shall be transferred to the Purchaser from the Transferors respectively upon Closing, and vested in the Purchaser thereafter.
- 2.1.3 Concurrently with the execution of this Agreement, the Covenantors shall procure each shareholder of the Target Company other than the Transferors to enter into the transaction documents relating to transactions where such shareholders transfer all their equity in the Target Company to the Purchaser (the “**Remaining Share Transaction**”) (including but not limited to a share transfer agreement and other documents required in such agreement; collectively, the “**Remaining Share Transaction Documents**”) with the Purchaser, which shall specify that the Purchaser will purchase all equity in the Target Company held by relevant shareholders.
- 2.1.4 The Parties acknowledge and agree that the Transaction is part of the Purchaser’s acquisition of the 100% equity in the Target Company, and therefore (1) the

Purchaser intends to purchase all the Shares in whole, and unless the Purchaser otherwise agrees in writing, none of the Transferors may transfer the Shares in part. And if the Transferors fail to complete the transfer of the Shares in whole, the Purchaser shall have the right to terminate the Transaction and/or this Agreement; and (2) where other shareholders of the Target Company fail to complete the Remaining Share Transaction, or any share transfer transaction under the Remaining Share Transaction is terminated, the Purchaser shall have the right to terminate the Transaction and/or this Agreement. For the avoidance of doubt, the foregoing shall not prejudice other rights of the Purchaser hereunder.

## 2.2 Anti-monopoly Notification

Upon execution of this Agreement and the Remaining Share Transaction Documents, the Purchaser will file a notification of concentration of undertakings with the competent Governmental Authority with respect to the Acquisition Transaction (the “**Anti-monopoly Notification**”), the Transferors shall provide necessary support for the Anti-monopoly Notification, including but not limited to provision of information and materials relating to the Transferors required by the competent Governmental Authority and signing necessary documents, within the reasonable time limit required by the Purchaser, after the execution of this Agreement.

## 2.3 Shareholding Structure upon Completion of Acquisition Transaction

Upon completion of the Acquisition Transaction, the Purchaser will hold 100% equity in the Target Company (corresponding to registered capital of RMB6,946,314), and the then shareholding structure of the Target Company will be as shown in Schedule B-2.

## Article 3 Payment of Transfer Consideration

### 3.1 Base Transfer Consideration

3.1.1 It is agreed that, subject to the terms and conditions agreed herein, (1) the transfer price for the Shares held by CHEN Wei will be RMB230,414,691 (“**Base Transfer Consideration for CHEN Wei**”, subject to the adjustment arrangement agreed in Article 3.2 hereof; the adjusted Transfer Consideration is hereinafter referred to as the “**Adjusted Transfer Consideration for CHEN Wei**”, which, together with the Base Transfer Consideration for CHEN Wei, is collectively referred to as the “**Transfer Consideration for CHEN Wei**”); and (2) the transfer price for the Shares held by XIN Yihua will be RMB61,423,541 (“**Base Transfer Consideration for XIN Yihua**”, subject to the adjustment arrangement agreed in Article 3.2 hereof; the adjusted Transfer Consideration is hereinafter referred to as the “**Adjusted Transfer Consideration for XIN Yihua**”, which, together with the Base Transfer Consideration for XIN Yihua, is collectively referred to as the “**Transfer Consideration for XIN Yihua**”; the Transfer Consideration for XIN Yihua and the Transfer Consideration for CHEN Wei are collectively referred to as the “**Transfer Consideration**”); and the Purchaser shall pay the Transfer Consideration to the Transferors in accordance with Article 3.4 hereof.

3.1.2 For the avoidance of doubt, the Transfer Consideration shall be a Tax-inclusive price (inclusive of the income Tax, stamp duty, etc. payable by the Transferors for the Transaction), that is, except the stamp duty payable by the Purchaser for the



Transaction, the Purchaser will not bear any additional Taxes for the Transaction.

- 3.1.3 The Parties acknowledge that, where the Target Company converts capital reserves of the Target Company to increase its registered capital before the Closing, the Purchaser will still acquire the equity of the same proportion in the Target Company after the Closing, with the capital contribution amount corresponding thereto increasing to the same extent, provided that the amount of Transfer Consideration due to the Transferors shall remain the same.

### **3.2 Adjustment to Transfer Consideration**

- 3.2.1 Upon the occurrence of the Closing, to the extent that all conditions set forth in Section 1 of Schedule C-2 are satisfied or not satisfied but waived in writing by the Purchaser, the Purchaser and the Transferors further agree that the consideration for CHEN Wei to transfer the Shares held by him shall be adjusted (the “**First Consideration Adjustment for CHEN Wei**”) and the adjusted Transfer Consideration shall be RMB251,533,228, and CHEN Wei shall be entitled to the First Premium agreed under Item (e) of Article 3.4.1, and the consideration for XIN Yihua to transfer the Shares held by him shall be adjusted (the “**First Consideration Adjustment for XIN Yihua**”) and the adjusted Transfer Consideration shall be RMB67,053,283, and XIN Yihua shall be entitled to the First Premium agreed under Item (e) of Article 3.4.1.
- 3.2.2 To the extent that all conditions set forth in Section 2 of Schedule C-2 are satisfied or not satisfied but waived in writing by the Purchaser, the Purchaser and the Transferors further agree that the consideration for CHEN Wei to transfer the Shares held by him shall be further adjusted (the “**Second Consideration Adjustment for CHEN Wei**”) and the Transfer Consideration after such two adjustments shall be RMB272,651,765 (or, in the absence of the First Consideration Adjustment for CHEN Wei, the adjusted Transfer Consideration shall be RMB251,533,228), and CHEN Wei shall be entitled to the Second Premium agreed under Item (f) of Article 3.4.1, and the consideration for XIN Yihua to transfer the Shares held by him shall be further adjusted (the “**Second Consideration Adjustment for XIN Yihua**”) and the Transfer Consideration after such two adjustments shall be RMB72,683,025 (or, in the absence of the First Consideration Adjustment for XIN Yihua, the adjusted Transfer Consideration shall be RMB67,053,283), and XIN Yihua shall be entitled to the Second Premium agreed under Item (f) of Article 3.4.1.

### **3.3 Two-to-sign Account**

- 3.3.1 Within five (5) business days upon satisfaction or no satisfaction but waiver in writing by the Purchaser of all conditions precedent set forth in Section 1 of Schedule C-1 hereto, each Transferor shall open a special RMB two-to-sign account (“**Two-to-sign Account**”) in his own name with a domestic bank designated by the Purchaser. Upon opening of the Two-to-sign Account, each Transferor shall receive the respective First Tranche of Transfer Consideration by his Two-to-sign Account in accordance with Article 3.4.1(a).
- 3.3.2 Each Two-to-sign Account shall have two account signatories respectively appointed by the Purchaser and the corresponding Transferor, and no amount in the Two-to-sign Account will be released unless both signatories sign for the same in accordance with the terms hereof. For the avoidance of doubt, costs relating to the opening and

maintenance of the Two-to-sign Account, including but not limited to the fees, notarization fee, transfer charge or other charges, etc. (if any) collected by the escrow bank, shall be borne by the corresponding Transferor; and the interest and other income generated by the funds in the Two-to-sign Account shall belong to the Purchaser.

- 3.3.3 The Transferors agree and acknowledge that, with respect to each Two-to-sign Account, from the date of opening of such Two-to-sign Account to the date when the Purchaser cooperates with the Transferor to release the escrow of the Two-to-sign Account, the Purchaser shall have the right to inquire and be informed of the current balance of the Two-to-sign Account from time to time, and the Transferor shall be obliged to provide reasonably practicable evidence or solution to assure such right of the Purchaser.
- 3.3.4 Except for leaving a seal impression for the purpose of implementation of escrow of the Two-to-sign Account, the relevant Party shall neither enable online bank transfer or the like of and for the Two-to-sign Account, nor hold any payment key or the like of the Two-to-sign Account. All activities relating to the Two-to-sign Account, including but not limited to the change or termination of account, the activation or de-activation of any service, the withdrawal or transfer of any money, the purchase or sale of foreign exchange, stocks, bonds, banking products or other securities, gold or other precious metals, the creation or permitted existence of any security interest over the account, the appointment, addition, removal and/or substitution of any person as an authorized signatory or user of the account, or giving any other instructions to the bank, etc., shall be carried out only with the mutual consent of the Transferor and the Purchaser with respect to each Two-to-sign Account.
- 3.3.5 Where, in any case, the Two-to-sign Account is subject to any Encumbrance due to any judicial attachment or freezing initiated by any third party or otherwise, each Transferor shall take reasonable and effective measures to ensure this will create no impediment to the payment of the First Tranche of Transfer Consideration for the Transaction. In case of any such attachment, freezing or other Encumbrance, which has not been released five (5) business days before the Transfer Consideration shall be released and paid to the bank account designated by the competent taxation authority in accordance with this Agreement, the relevant Transferor shall open a new Two-to-sign Account and deposit funds equivalent to the then balance at the time when the original Two-to-sign Account is attached or frozen into such new Two-to-sign Account, and such new Two-to-sign Account shall also be bound by relevant provisions hereof.
- 3.3.6 Within two (2) business days upon receipt of the First Tranche of Transfer Consideration, each Transferor shall, with respect to his transfer of the Shares held by him, complete filing of Tax return and full payment of all relevant Taxes with and to the competent PRC taxation authority no later than the taxation period stipulated under the PRC Tax Laws and for the total Transfer Consideration (i.e. RMB272,651,765 for CHEN Wei, and RMB72,683,025 for XIN Yihua) assuming that the two adjustments to the Transfer Consideration agreed in Article 3.2 have both taken place, and the Transferor and the Purchaser shall jointly instruct the escrow bank to make full payment of his individual income tax payable for the Transaction to the bank account designated by the competent taxation authority by remittance or bank account transfer. Within ten (10) business days upon completion

of the filing and payment of individual income tax and stamp duty agreed herein, the Purchaser and the Transferors shall cooperate in completing the release of escrow of the Two-to-sign Account, that is, removal of the account signatory designated by the Purchaser for the Two-to-sign Account, after which, the Two-to-sign Account shall no longer be bound by the relevant provisions of Article 3.3 hereof.

### 3.4 Payment of Transfer Consideration

3.4.1 The Transfer Consideration shall be paid as follows:

- (a) Within twenty-five (25) business days after all conditions precedent set forth in Section 1 of Schedule C-1 hereto are satisfied or not satisfied but waived by the Purchaser, and each Transferor has opened a Two-to-sign Account and given a payment notice stating information about the Two-to-sign Account and the amount of the First Tranche of Transfer Consideration, the Purchaser shall (x) pay RMB54,530,353 to the Two-to-sign Account opened by CHEN Wei as the first tranche of the Base Transfer Consideration for CHEN Wei, and (y) pay RMB14,536,605 to the Two-to-sign Account opened by XIN Yihua as the first tranche of the Base Transfer Consideration for XIN Yihua (together, the **"First Tranche of Transfer Consideration"**, and the date when the First Tranche of Transfer Consideration is paid is hereinafter referred to as the **"First Tranche Payment Date"**).
- (b) On the Closing Date, the Purchaser shall (x) pay RMB73,057,983 of the Base Transfer Consideration for CHEN Wei to the bank account designated in the payment notice given by CHEN Wei in accordance with Section 2.14 of Schedule C-1 (**"Designated Account of CHEN Wei"**) and (y) pay RMB8,644,970 of the Base Transfer Consideration for XIN Yihua to the bank account designated in the payment notice given by XIN Yihua in accordance with Section 2.14 of Schedule C-1 (**"Designated Account of XIN Yihua"**) (together, the **"Second Tranche of Transfer Consideration"**). For the avoidance of doubt, where CHEN Wei or XIN Yihua makes any refund to the Purchaser from his Two-to-sign Account in accordance with Section 2.7 of Schedule C-1, any amount in such refund that is the First Tranche of Transfer Consideration (excluding interest accrued in such Two-to-sign Account) shall also be paid to CHEN Wei or XIN Yihua as the case may be on the Closing Date.
- (c) Within twenty-five (25) business days after all conditions precedent set forth in Section 3 of Schedule C-1 hereto are satisfied or not satisfied but waived by the Purchaser, the Purchaser shall (x) pay RMB63,981,748 to the Designated Account of CHEN Wei as the third tranche of the Base Transfer Consideration for CHEN Wei, and (y) pay RMB19,120,983 to the Designated Account of XIN Yihua as the third tranche of the Base Transfer Consideration for XIN Yihua (together, the **"Third Tranche of Transfer Consideration"**, and the date when the Third Tranche of Transfer Consideration is paid is hereinafter referred to as the **"Third Tranche Payment Date"**).
- (d) Within twenty-five (25) business days after all conditions precedent set forth in Section 4 of Schedule C-1 hereto are satisfied or not satisfied but waived by the Purchaser, the Purchaser shall (x) pay RMB38,844,607 to the Designated Account of CHEN Wei as the fourth tranche of the Base Transfer Consideration

for CHEN Wei, and (y) pay RMB19,120,983 to the Designated Account of XIN Yihua as the fourth tranche of the Base Transfer Consideration for XIN Yihua (together, the “**Fourth Tranche of Transfer Consideration**”, and the date when the Fourth Tranche of Transfer Consideration is paid is hereinafter referred to as the “**Fourth Tranche Payment Date**”).

- (e) Within twenty-five (25) business days after all conditions set forth in Section 1 of Schedule C-2 hereto are satisfied or not satisfied but waived in writing by the Purchaser, the Purchaser shall pay any increment relating to the adjusted Transfer Consideration to the Designated Account of CHEN Wei and the Designated Account of XIN Yihua respectively, that is, with respect to CHEN Wei, RMB21,118,537 and with respect to XIN Yihua, RMB5,629,742 (together, the “**First Premium**”).
- (f) Within twenty-five (25) business days after all conditions set forth in Section 2 of Schedule C-2 hereto are satisfied or not satisfied but waived in writing by the Purchaser, the Purchaser shall pay any increment relating to the adjusted Transfer Consideration to the Designated Account of CHEN Wei and the Designated Account of XIN Yihua respectively, that is, with respect to CHEN Wei, RMB21,118,537 and with respect to XIN Yihua, RMB5,629,742 (together, the “**Second Premium**”).

The Transferors agree and acknowledge that the Transaction is part of the Purchaser’s acquisition of the 100% equity in the Target Company, and as the Remaining Share Transaction involves payment to overseas transferors, it shall not be deemed as a breach by the Purchaser under the Transaction Documents and the Remaining Share Transaction Documents, if, due to foreign exchange regulatory requirements, the Purchaser makes such payment beyond the payment period set forth in the Remaining Share Transaction Documents or is unable to make such payment, in which case the Parties shall negotiate a resolution amicably. For the avoidance of doubt, the foregoing shall not apply to the Purchaser’s obligation to pay the First Tranche of Transfer Consideration.

- 3.4.2 Each Transferor shall make written confirmation to the Purchaser on the date when he receives any Transfer Consideration from the Purchaser.

### **3.5 Withholding of Taxes**

- 3.5.1 Each Transferor shall solely bear any Taxes and charges payable by him in connection with the Transaction under the applicable Laws, and shall truly, accurately and completely submit and fill in materials and information for Tax return in connection with the Transaction (including but not limited to the investment cost) in accordance with the provisions of applicable Laws and requirements of competent PRC Tax authority.
- 3.5.2 Within two (2) business days upon receipt of the First Tranche of Transfer Consideration paid by the Purchaser, each Transferor shall, with respect to his transfer of the Shares held by him, complete filing of Tax return and full payment of all relevant Taxes (including but not limited to the individual income Tax and the stamp duty, etc.) with and to the competent PRC taxation authority within the taxation period stipulated under the PRC Tax Laws and for the Transfer

Consideration after the two adjustments agreed in Article 3.2 (i.e. the total amount of Transfer Consideration assuming that the two adjustments to the Transfer Consideration have both taken place). The Transferors agree that the Purchaser shall be entitled to review all the materials for Tax return in connection with the Transaction (including but not limited to tax calculation sheets, supporting materials on historical investment, etc.) to be submitted to the competent PRC taxation authority at any time and propose adjustments thereto, before such materials are submitted to the competent PRC taxation authority.

3.5.3 Notwithstanding anything to the contrary herein, where the Transferors fail to perform their obligations to file and pay their individual income Tax and stamp duty in accordance with this Article 3.5, the Purchaser shall be entitled to withhold such Taxes if the Purchaser has obligation to do so under applicable Laws and deems it necessary to do so. Then the Target Company and the Transferors shall cooperate with the Purchaser in performing such withholding obligation, and in providing the documents and information required for the calculation of the payable Taxes and the completion of the withholding formalities.

#### **Article 4 Conditions Precedent to the Payment of Base Transfer Consideration**

##### **4.1 Conditions Precedent to the First Tranche Payment**

The Purchaser's obligation to pay the First Tranche of Transfer Consideration shall be subject to the satisfaction of all conditions set forth in Section 1 of Schedule C-1 to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion). The Parties shall make their best reasonable efforts to procure the satisfaction of the conditions precedent to the payment of the First Tranche of Transfer Consideration on their respective part as soon as possible after the execution of this Agreement.

##### **4.2 Conditions Precedent to the Second Tranche Payment**

The Purchaser's obligation to pay the Second Tranche of Transfer Consideration shall be subject to the satisfaction of all conditions set forth in Section 2 of Schedule C-1 to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion). The Parties shall make their best reasonable efforts to procure the satisfaction of the conditions precedent to the payment of the Second Tranche of Transfer Consideration on their respective part as soon as possible after the execution of this Agreement.

##### **4.3 Conditions Precedent to the Third Tranche Payment**

The Purchaser's obligation to pay the Third Tranche of Transfer Consideration shall be subject to the satisfaction of all conditions set forth in Section 3 of Schedule C-1 to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion). The Parties shall make their best reasonable efforts to procure the satisfaction of the conditions precedent to the payment of the Third Tranche of Transfer Consideration on their respective part as soon as possible after the execution of this Agreement.

##### **4.4 Conditions Precedent to the Fourth Tranche Payment**

The Purchaser's obligation to pay the Fourth Tranche of Transfer Consideration shall be subject to the satisfaction of all conditions set forth in Section 4 of Schedule C-1 to the satisfaction of

the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion). The Parties shall make their best reasonable efforts to procure the satisfaction of the conditions precedent to the payment of the Fourth Tranche of Transfer Consideration on their respective part as soon as possible after the execution of this Agreement.

## **Article 5 Closing and Delivery**

### **5.1 Closing**

Subject to all terms and conditions hereof, the Closing of the Transaction shall occur concurrently with the closing of the Remaining Share Transaction (excluding the transaction between the Purchaser and the Domestic ESOP Platforms and the Management Holding Platforms concerning transfer of equity in the Target Company held by them), within twenty-five (25) business days from the date when all conditions precedent to payment set forth in Section 2 of Schedule C-2 are satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement, which shall be satisfied on such date) (and for the avoidance of doubt, any extension of the said period due to regulatory requirements of the bank or Governmental Authority shall not be deemed as breach by the Purchaser, in which case the Parties shall negotiate a solution amicably).

The Parties confirm that from the Closing Date, the Purchaser will have the legal, valid, absolute and exclusive ownership of all the Shares in the Target Company held by it, free from any Encumbrance.

### **5.2 Delivery**

5.2.1 On the First Tranche Payment Date, the Covenantors shall deliver the following documents to the Purchaser:

- (a) The register of shareholders of the Target Company, showing that the Purchaser has been entered therein as a shareholder holding 86.4264% equity in the Target Company;
- (b) The capital contribution certificate of the Target Company, indicating the company name, date of establishment, registered capital, the name of shareholders and their respective subscribed contribution amount, shareholding percentage, date of payment of contribution, and the number and date of capital contribution certificate; and
- (c) Other documents and materials to be provided to the Purchaser by the Covenantors and the Transferors on or before the First Tranche Payment Date, as agreed in Section 1 of Schedule C-1 and elsewhere herein.

5.2.2 The Covenantors undertake that, after the Purchaser pays the First Tranche of Transfer Consideration in accordance with Article 3.4.1 hereof, they shall hand over all corresponding documents and materials to the Purchaser or the person designated by the Purchaser on the First Tranche Payment Date and in accordance with the list of materials set forth in Schedule G-1, and ensure the Purchaser or the person designated by the Purchaser will have access to review all Intellectual Property Rights information, data backend and source codes (if involved) of the Group Companies, which shall be to the satisfaction of the Purchaser.

## **Article 6 Representations and Warranties of the Covenantors and the Transferors**

- 6.1** In order to procure and as condition to the Purchaser's execution of this Agreement, the Covenantors hereby severally and jointly make all representations and warranties set forth in Schedule E-1 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the First Tranche Payment Date and the Closing Date, except as disclosed in the Disclosure Schedule.
- 6.2** In order to procure and as condition to the Purchaser's execution of this Agreement, the Transferors hereby make all representations and warranties set forth in Schedule E-2 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the First Tranche Payment Date and the Closing Date.
- 6.3** Any representations and warranties made and submitted by the Covenantors and the Transferors under and in accordance with this Agreement shall survive the Closing until the fifth (5th) anniversary of the Closing Date, provided that the limitation of such period shall not apply: (1) to the Fundamental Representations and Warranties, which shall remain in full force and effect after the Closing, and (2) if the Covenantors commit any fraud, gross negligence or willful misconduct.

## **Article 7 Representations and Warranties of the Purchaser**

In order to procure and as condition to the other Parties' execution of this Agreement, the Purchaser hereby makes all representations and warranties set forth in Schedule E-3 to the other Parties and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, on the Signing Date of this Agreement, the First Tranche Payment Date and the Closing Date.

## **Article 8 Special Provisions**

### **8.1 Pre-Closing Covenants on Business Operation**

The Covenantors severally and jointly undertake and agree that, from the Signing Date to the Closing Date or the Handover Date (whichever is later): except with prior written consent of or as otherwise required by the Purchaser, the Group Companies shall, and other Covenantors shall procure the Group Companies to: (i) conduct business in the ordinary course of business consistent with past practices and prudent business practices, and carry out normal business cooperation with existing and potential suppliers or business partners, (ii) make best efforts to protect all assets of the Group Companies, maintain the relationship between the Group Companies and their suppliers, customers and employees, safeguard the core patents (including but not limited to those already granted and pending) of the Group Companies, and ensure no patent license on which core products of the Target Company rely is terminated, canceled or materially modified, and (iii) maintain financial books and records as usual, conduct financial operations in compliance with regulations, and make best efforts to prevent the business from any adverse effect in all material respects. Without limiting the foregoing and without prior written consent of the Purchaser, the Group Companies shall not, and the Covenantors shall procure the Group Companies not to:

- 8.1.1 issue or sell bonds or other securities (or any Option, warrant, or other right to acquire equity) of and in any of the Group Companies, increase or decrease the registered capital of any of the Group Companies, or transfer the equity in any of the Group Companies, or redeem any equity in any of the Group Companies (other than Options or restrictive shares waived by its employees), or declare, make or pay any profit distribution, dividend, bonus or other distribution to the shareholders of any of the Group Companies, or create or permit the creation of any Encumbrance over any part of equity in the Group Companies;
- 8.1.2 incur any capital expenditure, or create or permit the creation of any Encumbrance over any asset or property of any of the Group Companies;
- 8.1.3 discharge or otherwise release any Liabilities or waive any right;
- 8.1.4 except for sale of products in the normal course of business, dispose of any property or asset of a value exceeding RMB500,000 individually or in aggregate, be it real or personal property or other asset (including but not limited to leasehold interest and intangible assets, but excluding other leasehold interest other than store leasehold interest of the Group Companies), or conduct any act or omission having adverse effect on their operating condition and asset value;
- 8.1.5 merge or consolidate into or with any third party, or purchase any asset of an amount exceeding RMB500,000 individually or in aggregate, or invest in any Person (other than in new stores in the normal course of business);
- 8.1.6 amend the articles of association of any of the Group Companies (except as expressly required in the Transaction Documents);
- 8.1.7 increase, or announce or commit to increase the amount of salary, compensation, bonus, incentive payment, pension or other benefits payable to any employee of any of the Group Companies by more than 8% in respect of a single employee, or develop or adopt any new benefit plan (except with prior consent of the Purchaser for the purpose of consummating the Acquisition Transaction);
- 8.1.8 hire and remove any Officer;
- 8.1.9 change any accounting method, practices or systems of any of the Group Companies, except as required by the applicable accounting standards;
- 8.1.10 grant any license of any Group Intellectual Property Rights to others, allow the lapse, abandonment, donation or waiver of the Group Intellectual Property Rights which are needed in the operation of any of the Group Companies, or disclose any Trade Secret, formula, process, know-how or other Group Intellectual Property Rights which are not publicly known prior to such disclosure, or take any action which causes or may cause the termination, cancellation or material change of and to any patent license on which the core products of the Group Companies rely;
- 8.1.11 enter into any contract, or materially amend or adjust the terms of any contract, or agree to terminate any contract, except for conclusion, amendment, adjustment or termination of contract required for the conduct of business in the normal course of business consistent with past practices and prudent business practices or for the conduct of normal business cooperation with existing and potential suppliers or



business partners;

- 8.1.12 provide loan to or guarantee for the debts of any third party, or borrow, inherit or incur any Indebtedness, except for bank loan consented by the Purchaser, and the Group Companies' payment for assets or services purchased or payment due for the performance of contractual obligations in the normal course of business consistent with past practices and prudent business practices, for the purpose of the Main Business;
- 8.1.13 initiate or settle any lawsuit, arbitration or administrative proceedings of an amount exceeding RMB150,000 individually or RMB500,000 in aggregate;
- 8.1.14 grant or set up an employee incentive plan of any form, or adjust any existing employee incentive plan, except for cancellation of or adjustment to any existing employee incentive plan for the purpose of consummating the Acquisition Transaction;
- 8.1.15 enter into any Connected Transaction with the founding shareholders and/or their Affiliates, except with prior consent of the Purchaser and for the purpose of consummating the Acquisition Transaction;
- 8.1.16 take any action which may be reasonably expected to cause the failure of any condition for payment of each tranche under the Transaction Documents, or any other action which may have actual or potential adverse effect on the transactions under the Transaction Documents (including but not limited to rendering the representations or warranties of the Covenantors contained herein misrepresented or misleading in any material aspect); and
- 8.1.17 enter into any arrangement, undertaking or agreement for any of the foregoing.

From the Signing Date to the Closing Date or the Handover Date (whichever is later), with respect to the disposal of other leasehold interests other than the store leasehold interests of the Group Companies and matters concerning new stores of the Group Companies in the normal course of business (other than one new store which the Group Companies intend to open in the southern area of Beijing and one existing store located in Wuhan which is planning to be relocated, in each case, acknowledged by the Purchaser), the Group Companies shall notify the Purchaser in writing at least fifteen (15) business days in advance and provide the Purchaser with necessary information or documents relating to such matters. Where the Purchaser raises any objection to such matters upon receipt of the notice from the Group Companies, the Group Companies and the Purchaser shall agree on a solution to such matters through amicable negotiation within twenty (20) business days thereafter, to ensure the conduct of normal business by the Group Companies.

## **8.2 Management Handover**

- 8.2.1 After the Signing Date, the Founders and the Group Companies shall be responsible for organizing relevant personnel to prepare for the handover of the Group Companies, including but not limited to collecting and sorting company files, compiling lists of items and materials to be handed over, including the materials listed in Schedule G, etc. The Parties further agree that, after the Signing Date, the Founders and the Group Companies shall allow personnel designated by the

Purchaser to go to the Group Companies to understand and familiarize themselves with the management, operation, financial condition and property status of the Group Companies, getting prepared for the management handover of the Group Companies.

- 8.2.2 The Group Companies shall be responsible for the accounting prior to the Closing Date and for the month of the Closing Date, and the Purchaser shall be responsible for the accounting from (and including) the month immediately following the month of the Closing Date. The Tax return filing for the month of the Closing Date shall be led by the Purchaser, with cooperation from the Founders and the Group Companies.

### **8.3 Further Action**

From the Signing Date to the Closing or the date when the Purchaser and/or its Affiliates have acquired the actual control of the Group Companies (whichever is later), the Parties shall, and shall procure their respective Officers, directors, employees, agents, representatives, accountants, legal consultants, financial advisors and any and all other relevant personnel to, make best efforts to take or procure the taking of all such actions and do or procure the doing of all such things under applicable Laws (including but not limited to satisfying any conditions for the Closing and payment hereunder) as are necessary and appropriate, and sign and deliver all such documents and other instruments (including but not limited to documents required to be submitted and/or signed in accordance with the requirements of the Administration for Market Regulation) as are necessary, to facilitate the completion of the Closing of the Transaction as soon as possible.

### **8.4 Access to Information and Notification of Progress**

- 8.4.1 From the Signing Date to the Closing Date or the Handover Date (whichever is later), the Covenantors shall, and shall procure the management personnel set forth in Schedule A-2 attached hereto (the “**Management Personnel**”) and their nominees, including but not limited to the staff, directors, employees, agents, representatives, accountants and legal consultants designated by the Management Personnel to: (i) allow reasonable access by the Purchaser and its authorized representative to the offices, property, books and records of the Group Companies through the Management Personnel and their nominees during normal business hours, and (ii) have the Management Personnel and their nominees provide the Officers, employees and authorized agents and representatives of the Purchaser with further financial and operational data and other information (or photocopies thereof) about the Group Companies and their business as the Purchase may reasonably require from time to time. Besides, the Covenantors shall immediately notify the Purchase about any litigation, arbitration or administrative proceedings (including any litigation, arbitration or administrative proceedings brought by the Group Companies) arising or likely to arise in connection with the Shares and/or the Group Companies.

- 8.4.2 From the Signing Date to the Closing Date or the Handover Date (whichever is later), the Covenantors shall immediately notify the Purchaser in writing upon the knowledge of: all events, circumstances, facts and situations which will, or could reasonably be expected to cause any conditions precedent to payment to become unsatisfied, or which may cause the Covenantors to breach their representations, warranties or undertakings made under the Transaction Documents, and all material developments that have a significant impact on the assets, liabilities, business, financial condition, operations, operating results, customer or supplier relationships,

employee relationships, forecasts or prospects of the Group Companies.

- 8.4.3 For the avoidance of doubt, the right to access and information of the Purchaser under Article 8.4 shall not in any way prejudice or restrict any representations and warranties made by the Covenantors under the Transaction Documents.

## 8.5 Non-Compete Covenant

Unless otherwise agreed by the Purchaser in writing, from the Closing Date to the later of (the “**Restricted Period**”): (i) the second (2nd) anniversary of the departure of the Founders from the Target Company or its Affiliates; and (ii) the second (2nd) anniversary of no longer holding directly or indirectly by the Founders of any equity in the Target Company, the Founders and its Affiliates (other than the Group Companies) shall neither engage in any business similar to or competing with the Main Business of the Group Companies, the Purchaser and their Affiliates and the extended upstream and downstream business of the Group Companies (the “**Competing Business**”) within the PRC, nor directly or indirectly hold any interest in any entity engaging in the Competing Business, or carry out any act detrimental to the interest of the Group Companies, including but not limited to:

- 8.5.1 being employed or serving in any Person (“**Competitor**”) who directly or indirectly engages in the Competing Business as its main business, including holding office as director or Officer of the Competitor;
- 8.5.2 investing in any Competitor in any form (including but not limited to becoming owner, shareholder, actual controller, equity holder, creditor or otherwise directly or indirectly holding interest in such Competitor, other than holding no more than 1% shares in such Competitor through open market investment), or providing loan, customer information or other form of assistance, or any form of service, consulting or opinion to any Competitor, or incorporating any Competitor; selling, transferring, granting, licensing or otherwise disposing of any asset or Intellectual Property Rights relating to the Competing Business to any Competitor;
- 8.5.3 recruiting any employees of the Purchaser and/or its Affiliates for themselves and/or their Affiliates, any Competitor or other Persons, or soliciting any employees of the Purchaser and/or its Affiliates to leave the Purchaser and/or its Affiliates (regardless of whether such employees actually enter into a written labor contract with the Group Companies/the Purchaser and/or their Affiliates);
- 8.5.4 transacting or establishing business relationship with any Competitor (including but not limited to becoming a business agent, supplier or distributor of the Competitor), or directly or indirectly benefiting from engaging in the Competing Business or from the Competitor;
- 8.5.5 entering into any agreement, undertaking or other arrangement, which restricts or impairs or may restrict or impair the Purchaser and/or its Affiliates from and by engaging in business relating to that of the Group Companies;
- 8.5.6 soliciting business from customers, agents, suppliers and partners of the Purchaser and/or its Affiliates for the account of themselves and/or its Affiliates other than the Group Companies, any Competitor or other Person, or soliciting the existing customers, agents, suppliers and partners of the Purchaser and/or its Affiliates to

terminate cooperation with the Purchaser and/or its Affiliates; or

- 8.5.7 reaching in any form, and/or entering into or attempting to enter into transaction with, any customer related to the Competing Business for the account of themselves and/or its Affiliates other than the Group Companies, any Competitor or other Person (provided that this shall not apply to any transaction conducted or attempted to be conducted with such customer which is not related to the Competing Business).

For the sake of clarity, the Parties confirm that the non-compete covenant set forth in Article 8.5 hereof is made for the Transaction, and not based on the labor contract relationship between the Founders and the Group Companies. The Founders acknowledge and undertake that they will not use any inconsistency or conflict between the provisions of such Article and the provisions of the Labor Contract Law and other labor laws and regulations as basis to claim invalidity, revocation or change of and to the covenants made by them.

#### **8.6 Non-solicitation or No Negotiation**

From the Signing Date to the Closing Date or the Handover Date (whichever is later):

- 8.6.1 Without prior written consent of the Purchaser, the Covenantors shall not, and shall procure their respective Affiliates, Officers, directors, representatives or agents, and the shareholders of the Target Company other than the Transferors not to:

- (a) solicit, initiate, consider, encourage or accept any proposal or offer made by any Person on: (A) any investment in any of the Group Companies (whether by equity or debt); (B) purchase or otherwise acquisition of equity, assets or business of any of the Group Companies in whole or in part; (C) merger, consolidation or other form of business amalgamation with or into any of the Group Companies or its business; or (D) recapitalization, asset reorganization, restructuring, or other transactions not in the normal course of business, which involves or otherwise relates to any of the Group Companies; or
- (b) enter into any agreement, memorandum, letter of intent or similar legal instruments, participate in any discussion, talk, negotiation or other form of communication, or provide other Persons with information, or in any way cooperate, assist or participate in, facilitate or encourage any other Person to make any effort or attempt, in each case, with respect to any of the matters stated above.

- 8.6.2 Unless otherwise agreed by the Purchaser in writing, the Covenantors and/or any of their respective Affiliates, Officers, directors, representatives or agents shall immediately cease or procuring the termination of all existing discussions, talks, negotiations and other forms of communication with any other Persons to date with respect to transactions identical, close or similar to those contemplated hereunder. If any Person makes any proposal or offer for transactions identical, close or similar to those contemplated hereunder, or any attempt or other contact for the foregoing, the Covenantors shall immediately notify the Purchaser, with reasonable details on the identity of the Person making such proposal, offer, attempt or contact, and the terms and conditions thereof.

#### **8.7 Use of Name**

- 8.7.1 Regardless of whether the Purchaser then holds any equity in the Group Companies directly or indirectly, without prior written consent of the Purchaser, other Parties other than the Purchaser shall not, and shall procure their Affiliates not to: (i) use, publish or reproduce the name of the Purchaser or any of its Affiliates, or any similar company name, trade name, trademark, product or service name, domain name, pattern, mark, logo, label or particular description that enables third parties to identify the Purchaser or any of its Affiliates, for any of its marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Group Companies or any of its controlled Affiliates have been endorsed or supported by the Purchaser or any of its Affiliates, except for compliance with requirements of the securities laws and regulations of the PRC and relevant governments and the stock exchanges as well as the financial regulators in Hong Kong or the United States.
- 8.7.2 Prior to the completion of the Closing of the Transaction, without prior written consent of the Group Companies, the Purchaser shall not, and shall procure its Affiliates not to: (i) use, publish or reproduce the name of the Group Companies or any of their Affiliates, or any similar company name, trade name, trademark, product or service name, domain, pattern, mark, logo, label or particular description that enables third parties to identify the Group Companies or any of their Affiliates, for any of its marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Purchaser or any of its controlled Affiliates have been endorsed or supported by the Group Companies or any of their Affiliates.

## 8.8 Confidentiality

### 8.8.1 Confidential Information

- (a) The Parties shall keep confidential the fact that the Parties enter into the Transaction Documents, the terms of Transaction Documents, and Trade Secret or proprietary information relating to the equity and business of the Group Companies (“**Confidential Information**”), and shall not disclose such information to any third party. The Covenantors understand that the Confidential Information is extremely important to the Purchaser after the completion of the Closing, and any disclosure of such Confidential Information may directly or indirectly benefit the Competitors of the Purchaser, and prejudice the interest of the Purchaser. Therefore, the Covenantors agree that after the execution of this Agreement, except for the purpose of facilitating the performance of their obligations hereunder, they shall, and shall procure their Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (b) The Purchaser agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (c) Such restriction shall not apply to any information which: (i) is already known to the public at the time of disclosure, and enters the public domain other than

as a result of breach of this Agreement by the information receiving Party; (ii) is disclosed with prior written consent of the other Party; (iii) is disclosed by a Party to its Affiliates, directors, officers, employees, accountants, consultants, representatives and agents who have agreed to perform the duty of confidentiality, for the purpose of performing the transactions contemplated under the Transaction Documents; (iv) is legally obtained by the receiving Party from any third party subsequently; or (v) is disclosed by a Party according to the requirements of any Governmental Authority or regulator having jurisdiction over it/him (including but not limited to the stock exchanges as well as the financial regulators in Hong Kong or the United States). For the avoidance of doubt, the Purchaser may make appropriate disclosure by filing a Form 6-K with the U.S. Securities and Exchange Commission, publishing an announcement on the website of The Stock Exchange of Hong Kong Limited, and in its annual report, interim report, results announcement or similar documents, and attach this Agreement as an appendix to its annual report.

#### 8.8.2 Press Release

Without prior written consent of the Parties, no Party may publish any press release, announcement or marketing material about, accept any interview by any industrial or professional media on, and/or otherwise make public disclosure of, the Transaction and any receipt and/or information made available for the public by the competent Governmental Authority for the Anti-monopoly Notification regarding the Acquisition Transaction. Notwithstanding the foregoing, such restriction shall not apply to any form of public disclosure made by the Purchaser in accordance with the applicable Laws and regulations, listing rules and/or requirements of any Governmental Authority having jurisdiction over it, provided that it shall discuss and confirm the content of disclosure with relevant Party before such public disclosure.

### 8.9 Waiver and Exemption

The Founders and the Transferors hereby acknowledge and agree to waive any claims and Actions against all Group Companies that have accrued as of the Closing or based on the facts prior to the Closing, if the Closing takes place.

### 8.10 Other Contractual and Post-Closing Undertakings

8.10.1 Full-time Work. The Founders undertake that they shall maintain the labor relationship with the Group Companies (“**Employer**”) for at least three (3) years from the Closing Date (and only with respect to CHEN Wei, he shall not be subject to the attendance requirements of the Employer). From the Closing Date and during the period when serving the Employer as an employee, each of the Founders undertakes that he will devote sufficient attention to the operation and management of, make his best reasonable efforts to promote the development of, facilitate law-abiding and compliant operation of, and seek benefits for, the Employer, and will not take any part-time job. When holding office in the Employer, each of the Founders shall fulfill his duty of royalty and duty of diligence towards the Employer, and shall not engage in any acts against the Laws and regulations by use of his post in or in the name of the Employer, and shall, unless agreed by the Purchaser, neither directly or indirectly enter into any Connected Transaction with the Purchaser, the Group

Companies and/or their Affiliates, nor engage in any acts which prejudice or may prejudice the interests of the Purchaser, the Group Companies and/or their Affiliates.

- 8.10.2 Continuous Service by Core Employees. The Founders and the Domestic ESOP Platforms shall maintain the stability of the services of the Core Employees, and ensure that the Core Employees will comply with the provisions of the Labor Contract set forth in Section 2.10 of Schedule C-1, and continue their services for the Target Company or the Persons designated by the Purchaser for at least three (3) years (or a shorter period agreed by the Target Company or the Persons designated by the Purchaser), unless after the departure of any of the Core Employees, the Group Companies have employed a new qualified successor within three (3) months with the aid of the Founders, who has been approved by the Purchaser after assessment.
- 8.10.3 Remaining Handovers. The Founders undertake to complete the handover of remaining materials set forth in Section 2.11 of Schedule C-1 hereto within ten (10) business days after the First Tranche Payment Date, and after the Closing and during the period when they hold office in the Group Companies and/or their Affiliates, the Founders shall make their best efforts to procure the Group Companies to complete the remaining handovers (if any) in accordance with the requirements of the Purchaser.
- 8.10.4 Deregistration. Within six (6) months after the Closing, during the period when they hold office in the Group Companies and/or their Affiliates, the Founders shall make efforts to assist the Group Companies in completing the deregistration of Jiangxi Kongjian Zhihui Decoration Co., Ltd., Kunming iKongjian Decoration Co., Ltd., Hangzhou iLianjie Decoration Engineering Co, Ltd., and iKongjian Technology (Beijing) Co., Ltd. Jiangxi Branch.
- 8.10.5 Improvement of Internal Control System. After the Closing, during the period when they hold office in the Group Companies and/or their Affiliates, the Founders shall make their best efforts to assist the Purchaser and the Group Companies in improving the internal control system of the Group Companies, including but not limited to: (i) going through and standardizing all pre-Closing financial records of the Group Companies; (ii) improving the financial internal control system of the Group Companies, and adjusting and standardizing the financial and accounting policies of the Group Companies in accordance with the applicable Accounting Standards; and (iii) improving the business system and financial accounting mechanism of the Group Companies and standardizing the interconnection between the business system and the financial system.
- 8.10.6 Flexible Working Hours System. After the Closing, during the period when they hold office in the Group Companies and/or their Affiliates, the Founders shall make their best efforts to assist the Group Companies in obtaining approval documents from competent labor authorities for their implementation of flexible working hours system.
- 8.10.7 Intellectual Property Rights Protection. During the period when they hold office in the Group Companies and/or their Affiliates, the Founders shall make efforts to assist

the Group Companies in registering the trademarks, patents, computer software copyrights or other Intellectual Property Rights used or planned to use in the business of the Group Companies, with relevant Governmental Authority. The Founders and the Group Companies undertake that the Group Companies will not apply for High-tech Enterprise Certificate with respect to the patents or relevant rights co-owned by iKongjian Technology and Suqian Pengrui from the Signing Date hereof to the Closing Date.

## **Article 9 Breach of Contract and Indemnification**

### **9.1 Liabilities for Breach of Contract**

9.1.1 Subject to Article 9.1.7 hereof, the Covenantors shall severally and jointly indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee (as defined below), so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any damages, losses, claims, suits, demands for payment, judgments, settlements, Taxes, interest, costs and expenses (including but not limited to the fees and reimbursements paid to attorneys and consultants, or compensation and indemnity paid by it to any third party (including its Affiliates, directors and employees), including the part of losses incurred by the Group Companies that is borne directly or indirectly by the Purchaser, unless such part of loss has been compensated by the Covenantors to the Group Companies) ("**Losses**") actually suffered, sustained or incurred by the Purchaser and/or (if the Closing takes place) the Group Companies or brought and actually made (be it a third party claim, claim between the Parties hereto or any other claim) against the foregoing or its or their Affiliates, directors, partners, shareholders, employees, agents and representatives ("**Purchaser's Indemnitees**") directly or indirectly arising out of or in connection with:

- (a) Breach of any of their representations, statements or warranties under the Transaction Documents by the Covenantors; and
- (b) Breach of any of their undertakings or obligations under the Transaction Documents by the Covenantors.

In particular, where the Acquisition Transaction is terminated due to the Transferors' breach of any of their representations, statements or warranties, or undertakings or obligations under the Transaction Documents, the Transferors shall bear all Taxes, costs and expenses actually borne by the Purchaser with respect to the Acquisition Transaction.

9.1.2 Subject to Article 9.1.7 hereof, the Covenantors shall severally and jointly indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee, so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any Losses actually incurred by the Purchaser, the Group Companies or other Purchaser's Indemnitees arising out of the following matters of the Covenantors occurred before or existing on the Closing Date, regardless of whether such matters have been disclosed herein or otherwise (unless relevant amount has been deducted accordingly from the Transfer Consideration):



- (a) Losses arising out of failure of any of the Group Companies to obtain qualifications, licenses, permits, approvals, registrations or filings in connection with its business operations required under the applicable Laws;
- (b) Any Losses or liabilities arising out of (A) failure of any of the Group Companies to fully pay, as required under the PRC Laws, (x) contributions to social insurance funds and housing provident fund for its employees or (y) individual income Tax of employees or other individuals for whom it has withholding obligation and the corresponding fines, surcharges and other dues as may arise, or (B) the determination of the Governmental Authority that the employment arrangement of labor outsourcing adopted by the Group Companies is defective;
- (c) Losses arising out of the breach of any Tax regulations applicable to them by the Group Companies, Losses suffered by the Group Companies or the Purchaser arising out of various examinations, suits, arbitrations, administrative penalties or other judicial proceedings due to any cause already existing or occurred before the Closing Date, and any Taxes or taxation liabilities to be borne by the Transferors arising out of any aspect of the Transaction in the course of or after completion of the Transaction;
- (d) Any Tax penalties imposed for any Connected Transaction between the Group Companies and their Affiliates before the Closing Date that is not priced on an arm's length basis, or acts severely harming the interests of the Group Companies;
- (e) Any legal liabilities of the Group Companies due to any type of dispute or controversy arising from the Group Companies' shareholding structure, equity ownership, nominee holding relationship, payment of equity transfer consideration, Tax burden for equity transfer, or any issue relating to the previous round of financing or external acquisition;
- (f) Any Losses or liabilities due to infringement upon the Intellectual Property Rights of any third party by any of the Group Companies;
- (g) Any Losses suffered by the Purchaser or the Group Companies after the Closing Date arising from any employee restrictive share/option incentive granted by the Group Companies before the Closing or any issue concerning the cooperation mode of city partners;
- (h) Any Losses suffered by the Purchaser or the Group Companies arising from any defect in the operation of the Kongjian Zhihui flagship store opened on T-mall platform and the iKongjian flagship store opened on JD platform by the Group Companies;
- (i) Any liabilities for breach of contract arising from material breach of contracts concluded by the Group Companies due to acts of the Group Companies before the Closing Date;
- (j) Any penalties or liabilities of the Group Companies arising from their breach of applicable personal information protection laws before the Closing Date;

- (k) Any material Losses suffered by the Purchaser's Indemnitees arising from any lawsuit, arbitration, administrative penalty or other judicial proceedings involving the Group Companies due to any cause already occurred or existing before the Closing Date;
- (l) Any penalties or liabilities of the Group Companies arising from their breach of applicable anti-corruption or anti-unfair competition laws before the Closing Date;
- (m) Any penalties or liabilities of the Group Companies arising from any off-book debts or corporate accounting treatment on or before the Closing Date;
- (n) Any Indebtedness, Liabilities and obligations of the Group Companies not in the ordinary course of business occurring after the date of financial statements which (i) originate or derive from loans, Indebtedness, Liabilities, guarantees and other contingent debts of the Group Companies on or before the date of financial statements but not disclosed in the financial statements, or (ii) matters occurring prior to the date of financial statements;
- (o) Losses suffered by any of the Group Companies arising from personal protection of its workers (including but not limited to work-related matters).

Upon occurrence or its knowledge of the occurrence of the above matters, the Purchaser shall timely notify the Covenantors and reasonably cooperate with the Covenantors to take corresponding measures to mitigate losses.

- 9.1.3 In particular, where the Tax authority or foreign exchange administration imposes any penalty, pursues payment of Taxes or surcharges, or imposes additional liabilities or obligations on and against the Purchaser's Indemnitees due to matters in the Acquisition Transaction carried out by the Transferors (including other transferors in the Remaining Share Transaction) in the Acquisition Transaction, including but not limited to inconsistency between the Transfer Consideration and its corresponding valuation, then the Transferors shall severally and jointly compensate for all Losses so suffered by the Purchaser's Indemnitees. Where the Purchaser receives any demand from the Tax authority or foreign exchange administration for investigation of such matters, the Purchaser shall timely inform the Transferors about its receipt of the investigation demand, to the extent legal, reasonable and necessary. Where the Covenantors receive any demand from the Tax authority or foreign exchange administration for investigation of such matters, including a requirement for the Purchaser to provide its information in the Acquisition Transaction, then the Purchaser shall cooperate to do so to the extent legal, reasonable and necessary.
- 9.1.4 Subject to Articles 3.4.1 and 5.1 hereof, where the Purchaser fails to pay the Transfer Consideration to any of the Transferors when due, then for each day in delay, the Purchaser shall pay such Transferor liquidated damages at 0.05% of the amount of the unpaid and overdue Transfer Consideration, and if such payment is overdue for more than twenty (20) business days, then in the absence of breach of contract by the Transferors, the Transferors shall have the right to unilaterally terminate this Agreement and demand the Purchaser to compensate the Transferors and the Group Companies for all actual Losses so suffered, including but not limited to all Taxes, costs and expenses actually incurred by the Transferors.

- 9.1.5 It is agreed that if the Purchaser's Indemnitees have actually incurred Losses set forth in Article 9.1.1, Article 9.1.2 or Article 9.1.3, then unless otherwise agreed herein, the Purchaser and/or its Affiliates shall have the right to directly deduct the amount of compensation and indemnity payable by the Covenantors to the Purchaser's Indemnitees from all corresponding tranche payments or other amounts payable by the Purchaser and/or its Affiliates to such Covenantors.
- 9.1.6 It is agreed that:
- (a) Where this Agreement is early terminated before the Closing for any reason, the Covenantors including the Group Companies shall be severally and jointly liable to the Purchaser for their obligations and liabilities under the Transaction Documents that are not affected by the early termination of this Agreement; and
  - (b) Once the Closing takes place, then: (i) the Covenantors (which, for the avoidance of doubt, shall exclude the Group Companies) shall be severally and jointly liable to the Purchaser for their obligations and liabilities under the Transaction Documents, for which the Group Companies shall assume no joint and several liability, and (ii) the Transferors shall not claim on any ground and in any way any right or recovery against the Group Companies with respect to any compensation or indemnity made by them to the Purchaser's Indemnitees under the Transaction Documents, and shall unconditionally and irrevocably waive any of their recourses or claims against the Group Companies.
- 9.1.7 The compensation liability of the Covenantors under the Transaction Documents shall be limited as below:
- (a) the aggregate amount of all compensation liabilities of CHEN Wei under the Transaction Documents shall be capped at RMB23,685,864.2463, and the aggregate amount of all compensation liabilities of XIN Yihua under the Transaction Documents shall be capped at RMB6,314,135.7537;
  - (b) Notwithstanding the foregoing, it is agreed that the limitation of compensation set forth in Article 6.3 and Article 9.1.7 (a) (including the duration of representations and warranties and compensation liability cap, etc. thereunder) shall not apply: (i) in case of any fraud, gross negligence or willful misconduct of the Transferors, and (ii) to the compensation liability under Article 9.1.2 (b), Article 9.1.2 (c) or Article 9.1.3.
- 9.1.8 For the avoidance of doubt, all remedies provided hereunder are not mutually exclusive and, therefore, can be applied concurrently. The exercise of remedies provided hereunder shall not preclude any other rights or remedies available to the Parties under the Laws or other documents.

#### **Article 10 Termination**

**10.1** Under any of the following circumstances, this Agreement may be terminated before the Closing Date:

- 10.1.1 The Parties unanimously agree in writing to terminate this Agreement;

- 10.1.2 Either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if any Governmental Authority promulgates any Laws, issues any order, decree or ruling or takes any other legal actions to restrict, stop or otherwise prohibit the transactions under the Transaction Documents, or render it illegal or impossible to consummate the transactions under the Transaction Documents, and such order, decree or ruling or other legal actions are final, unactionable, unappealable and not eligible for application for reconsideration; and
- 10.1.3 Unless otherwise agreed by the Parties, to the extent that the Transferors and the Group Companies provide information and materials required for the Anti-monopoly Notification to the Purchaser in accordance with Article 2.2, either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if the competent Governmental Authority does not make a review decision of unconditional approval or conditional approval of the Anti-monopoly Notification for the Acquisition Transaction within 420 days (or 510 days, if the competent Governmental Authority raises any competition concern in the review of the Anti-monopoly Notification) from the execution of this Agreement.
- 10.1.4 The Purchaser may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Covenantors or the Transferors set forth in any Transaction Documents is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
  - (c) the Covenantors or the Transferors breach the covenants, undertakings or obligations under any Transaction Document, which has not been cured within twenty (20) business days after the Purchaser gives a written demand to do so; or
  - (d) the Purchaser opts to exercise the right of termination in accordance with the provisions of the last paragraph of Section 2 of Schedule C-1.
- 10.1.5 The Covenantors may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Purchaser set forth in any Transaction Document is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect; or
  - (c) the Purchaser fails to pay any Transfer Consideration to the Transferors more than twenty (20) business days after the due date (except for overdue payment caused by bank or regulatory reason of the Governmental Authority).
- 10.1.6 If, within 600 days after the execution of this Agreement:
- (a) the conditions precedent to the First Tranche Payment set forth in Section 1 of

Schedule C-1 or the conditions precedent to the Second Tranche Payment set forth in Section 2 of Schedule C-1 are not all satisfied or waived in writing by the Purchaser due to reasons not attributable to either Party (other than those to be satisfied on the Closing Date in accordance with this Agreement), either the Transferors or the Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination;

- (b) the conditions precedent to the First Tranche Payment set forth in Section 1 of Schedule C-1 or the conditions precedent to the Second Tranche Payment set forth in Section 2 of Schedule C-1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement), the Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, except that no satisfaction of all the conditions precedent set forth in Section 1 or 2 of Schedule C-1 is caused by Section 1.3, Section 1.10, Section 1.11, Section 1.12, Section 1.20, Section 1.21, Section 2.7, Section 2.8, Section 2.9 and Section 2.11 of Schedule C-1 being not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement) due to the Purchaser's unilateral refusal to sign the Transaction Documents or Remaining Share Transaction Documents or intentional delay;
- (c) the conditions precedent set forth in Section 1 or 2 of Schedule C-1 are not all satisfied because Section 1.3, Section 1.10, Section 1.11, Section 1.12, Section 1.20, Section 1.21, Section 2.7, Section 2.8, Section 2.9 and Section 2.11 of Schedule C-1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement) due to the Purchaser's unilateral refusal to sign the Transaction Documents or Remaining Share Transaction Documents or intentional delay, the Transferors shall have the right to terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination;
- (d) any existing shareholder fails to complete the transfer of all corresponding equity in all Group Companies, or the transfer of equity in the Group Companies by any existing shareholder is terminated in accordance with this Agreement, and the Purchaser does not terminate this Agreement by giving a written notice to the other Parties, then the Transferors may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination.

Notwithstanding the foregoing, (1) where the Target Company, the Transferors and any existing shareholder cause any of the Remaining Share Transactions to fail to be completed within the said time limit or terminated by conspiring with, soliciting or inducing other shareholders of the Target Company or taking other improper actions, the Transferors shall have no right to terminate; and (2) where the Purchaser and any existing shareholder cause any of the Remaining Share Transactions to fail to be completed within the said time limit or terminated by conspiring with, soliciting or inducing other shareholders of the Target Company or taking other improper actions.

- 10.2** The Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, where the Remaining Share Transaction is not completed due to reasons of the other shareholders of the Target Company, or any share transfer transaction in the Remaining Share Transaction is canceled or terminated. However, if the Purchaser and any existing shareholder cause any equity transfer transaction in the Remaining Share Transaction to be canceled or terminated by conspiring with, soliciting or inducing other shareholders of the Target Company or taking other improper actions, the Purchaser shall have no right to terminate.
- 10.3** For the avoidance of doubt, the right to early terminate this Agreement of the Parties as stated above shall be in addition to any other remedies available to them, and such termination shall neither exempt any obligation of the other Parties accrued up to the date of termination of this Agreement, nor exempt the other Parties' liability for compensating for the losses of the non-breaching Party arising from their breach of this Agreement or other Transaction Document.
- 10.4** Effect of Termination of Agreement

It is agreed that the date when the Purchaser and/or other Parties give a notice of termination of this Agreement in accordance with Article 10.1.2, 10.1.3, 10.1.4, 10.1.5 or 10.1.6 or when the Parties mutually agree to terminate this Agreement in writing in accordance with Article 10.1.1, shall be the date of termination of this Agreement, and:

- 10.4.1 in the absence of filing and payment of individual income Tax, the Transferors and the Purchaser shall jointly cooperate to complete the release of the Two-to-sign Account and refund the full price under escrow to the Purchaser. Unless otherwise agreed herein, the Purchaser is not required to pay any outstanding amount to the Covenantors or the Transferors from the date of termination of this Agreement;
- 10.4.2 all costs, expenses and Taxes arising from the transactions hereunder shall be severally or jointly borne by the Party at fault for the termination in accordance with Article 10.1, or to the extent that no Party is at fault, be borne equally by the Covenantors and the Transferors on one part and the Purchaser on the other part with respect to the corresponding Taxes (if any) and by the Parties respectively with respect to the corresponding costs and expenses (and for the avoidance of doubt, the Transferors shall not bear the costs, expenses and Taxes arising from the Remaining Share Transaction between the Purchaser and other shareholders of the Target Company); and
- 10.4.3 After this Agreement is terminated in accordance with Article 10.1, all rights and obligations of the Parties hereto under this Agreement shall terminate, and the Parties hereto shall refund such consideration or surrender such equity (if applicable) as obtained from the other Party hereunder within thirty (30) business days after the termination of this Agreement on the principles of fairness, reasonableness and good faith, trying to have them reinstated to the state at the time of the execution of this Agreement (and for the avoidance of doubt, only with respect to the surrender of equity, such period shall mean the period for the completion of filing a registration change request for equity transfer, provided, however, that failure to make such filing within such period shall not be deemed as a breach if it is caused by refusal of cooperation by the existing shareholders or approval of the Governmental Authority). A Party shall have no claim against the other Parties under this Agreement or for the termination of this Agreement, other than the liabilities under

#### **Article 11 Force Majeure**

- 11.1** A Party hereto shall not be liable for its/his non-performance or partial performance of this Agreement directly caused by earthquake, typhoon, flood, fire, epidemic, war, riot, hostility, public unrest, strike and any other force majeure event that is unpredictable, unpreventable and inevitable to or by the affected Party (“**Force Majeure**”), provided that, such affected Party shall immediately give a written notice to the other Parties by fax or personal delivery without delay, and shall provide the other Parties with details of the Force Majeure event, explaining the reasons for its/his non-performance, partial performance or delay in performance, within fifteen days upon the said written notice.
- 11.2** Where the Party claiming Force Majeure fails to notify the other Parties and provide appropriate proof as stated above, such Party shall not be exempted from the liability for its/his failure to perform the obligations hereunder. The affected Party shall make reasonable efforts to mitigate the consequences of such Force Majeure, and resume performance of all relevant obligations as soon as possible after the termination of such Force Majeure. The affected Party shall be liable to other Parties for its/his failure to resume performance of relevant obligations after the disappearance of the reason for temporary exemption of such obligations due to Force Majeure.
- 11.3** In case of any Force Majeure, the Parties shall immediately discuss with each other to reach a fair solution, and make every reasonable effort to mitigate the consequence of such Force Majeure as much as possible.

#### **Article 12 Miscellaneous**

##### **12.1 Short-form Agreement**

It is agreed that, for the convenience of completing governmental procedures relating to the transactions contemplated under the Transaction Documents, the Parties shall negotiate in good faith and enter into any other separate contract, agreement or document in connection with matters hereunder (including but not limited to the short-form share transfer agreement and other documents to be entered into in accordance with the requirements of the Administration for Market Regulation, the foreign exchange administration and the competent Tax authority), provided that in case of any conflict or inconsistency between such contract, agreement or document and this Agreement, this Agreement shall prevail.

##### **12.2 Taxes and Fees**

The Parties hereto shall respectively bear any Taxes and charges to be payable by them in connection with the transaction hereunder under the applicable Laws. Where the Target Company and/or the Transferors unilaterally decide to terminate the Transaction (except due to the unilateral fault of the Purchaser and its Affiliates and in accordance with this Agreement), or where failure of Closing of the Transaction is due to the fault of the Target Company and/or the Transferors, then in addition to the Target Company and/or the Transferors’ assumption of corresponding liabilities for breach of contract in accordance with

this Agreement, the Target Company shall also bear all costs incurred by the Purchaser in connection with the due diligence and other work relating to the Transaction, including but not limited to the fees for engaging external attorneys, auditors, appraisers and conducting due diligence, provided that such costs so borne shall be capped at RMB2,400,000 and any amount in excess thereof shall be solely borne by the Purchaser.

### **12.3 Notice**

12.3.1 All notices and other communications required or given hereunder shall be sent to the address of the Party concerned set forth in Schedule H by personal delivery, registered mail, postage prepaid, commercial courier service, or email. Such notices shall be deemed validly served: (i) on the date of dispatch or rejection, if sent by personal delivery, courier service, or registered mail, postage prepaid and addressed to the address for notice, and (ii) when such email arrives in the email system of the attention, if sent by email.

12.3.2 Any change by a Party (“**Changing Party**”) to the said correspondence address or notification method shall be notified by the Changing Party to the other Parties within seven (7) days upon such change. If the Changing Party fails to make timely notice as agreed, the Changing Party shall bear any losses caused thereby.

### **12.4 Entire Agreement**

This Agreement, other Transaction Documents and their schedules shall constitute the entire agreement between the Parties with respect to the Transaction, and supersede any previous agreement, memorandum of understanding, representation or other obligation entered into by the Parties for the Transaction (whether in writing or orally, including all kinds of communication), and this Agreement (including its amendments or modifications, and other Transaction Documents) contains the only and entire agreement among the Parties with respect to the matters hereunder.

### **12.5 Severability**

If, under any Laws or public policy, any term or other provision hereof is held invalid, illegal or unenforceable, then as long as the economic or legal substance of the transaction contemplated hereunder is not materially adverse in any way to any Party, all other terms and provisions hereof shall remain in full force and effect. Where any term or other provision is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to amend this Agreement in an acceptable manner as close as possible to the original intent of the Parties, so as to complete the transaction contemplated hereunder as originally planned to the maximum extent.

### **12.6 Waiver**

Either Party hereto may: (i) extend the time for any other Party to perform any obligation or take any action, (ii) waive to hold any other Party liable for any inaccuracy of any representation or warranty made herein or in any other Transaction Document, or (iii) waive to demand any other Party to comply with any agreement or required condition contained herein. No such extension or waiver shall be effective until the Party bound thereby signs a written document on such extension or waiver. No waiver of a Party of any breach of any provision of this Agreement shall operate as or be construed as a further waiver of such breach



or a continuing waiver, or a waiver of any other breach or subsequent breach. Unless otherwise provided herein, failure or delay of any Party to exercise any right, power or remedy hereunder or otherwise available under the Laws and regulations shall not operate as a waiver of such right, power or remedy. And single or partial exercise of such right, power or remedy by such Party shall not preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

#### **12.7 Assignment and Succession**

This Agreement shall be inure to the benefits of the successors and assigns of the Parties, who may have the rights and obligations hereunder. The Purchaser may transfer or assign its rights, interests and obligations hereunder and under other Transaction Documents to any of its Affiliates, or with consent of the Transferors, to any third party. Without prior written consent of the Purchaser, none of the other Parties may transfer or assign any of their rights or obligations hereunder.

#### **12.8 Effectiveness**

This Agreement shall take effect as of the date first written above and be binding upon the Parties after due execution by the Parties (that is, signed by hand for natural person, and affixed with common seal for enterprise legal person or other non-natural person).

#### **12.9 Schedules**

The schedules of this Agreement shall be integral parts of this Agreement and mutually supplementary to and shall have the same legal force as the body of this Agreement. In case of any conflict between a Schedule hereto and this Agreement, the body of this Agreement shall prevail and make amendment accordingly.

#### **12.10 Amendment**

This Agreement may be amended or changed by mutual agreement of the Parties hereto. Any amendment or change must be made in writing and become effective upon execution by the Parties.

#### **12.11 Governing Laws and Dispute Resolution**

12.11.1 Governing Laws. The formation, validity, interpretation and performance of this Agreement and the resolution of dispute arising out of this Agreement shall be governed by and interpreted in accordance with the PRC Laws.

12.11.2 Dispute Resolution. Any dispute arising out of or in connection with the performance of this Agreement shall be resolved by Parties through amicable negotiation. Where any dispute fails to be resolved through negotiation within two (2) months as of the occurrence of the dispute, either Party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) to be arbitrated in Beijing, in accordance with the arbitration rules of CIETAC then in force for arbitration. The arbitration tribunal shall consist of three (3) arbitrators appointed according to the arbitration rules, and the claimant and the respondent shall each appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly selected by the Parties or appointed by the chairman of the CIETAC under joint entrustment by the Parties.

The arbitration language shall be Chinese. The arbitration award shall be final and binding upon the Parties. The arbitration costs shall be borne by the defeated Party.

12.11.3 Continuing Performance. Pending dispute resolution, the Parties shall continue owning their respective other rights hereunder and shall continue performing their respective obligations hereunder.

**12.12 Language and Counterpart**

This Agreement shall be written in Chinese. This Agreement may be made in several counterparts, each of which shall have the same legal effect.

**12.13 No Third Party Beneficiary**

This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns only. Notwithstanding the foregoing, the Purchaser's Indemnitees shall have the right to enforce this Agreement directly as if they were a Party hereto.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)**

/s/ Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei

Name: CHEN Wei

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iKongjian Technology (Beijing) Co., Ltd. (Common Seal)**  
/s/ iKongjian Technology (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei  
Name: CHEN Wei  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iKongjian Decoration (Shenzhen) Co., Ltd. (Common Seal)**  
/s/ iKongjian Decoration (Shenzhen) Co., Ltd. (Common Seal)

By: /s/ XIN Yihua  
Name: XIN Yihua  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Huitianxia Home Furnishings (Tianjin) Co., Ltd.** (Common Seal)  
/s/ Huitianxia Home Furnishings (Tianjin) Co., Ltd. (Common Seal)

By: /s/ XIN Yihua  
Name: XIN Yihua  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Guangdong iShare Building & Renovation Co., Ltd. (Common Seal)**

/s/ Guangdong iShare Building & Renovation Co., Ltd. (Common Seal)

By: /s/ YAN Jia

Name: YAN Jia

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.



IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

Shanghai Kongjian Zhihui Decoration Co., Ltd. (Common Seal)

/s/ Shanghai Kongjian Zhihui Decoration Co., Ltd. (Common Seal)

By: /s/ ZHANG Wei

Name: ZHANG Wei

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---



IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Tianxiajia Technology Chengdu Co., Ltd. (Common Seal)**

/s/ Tianxiajia Technology Chengdu Co., Ltd. (Common Seal)

By: /s/ XIN Yihua

Name: XIN Yihua

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Wuhan) Co., Ltd. (Common Seal)**

/s/ Kongjian Zhihui Decoration (Wuhan) Co., Ltd. (Common Seal)

By: /s/ ZHU Changyan

Name: ZHU Changyan

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Hangzhou iLianjie Decoration Engineering Co, Ltd. (Common Seal)**

/s/ Hangzhou iLianjie Decoration Engineering Co, Ltd. (Common Seal)

By: /s/ XIN Yihua

Name: XIN Yihua

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iKongjian (Foshan) Building & Renovation Engineering Co., Ltd.** (Common Seal)  
/s/ iKongjian (Foshan) Building & Renovation Engineering Co., Ltd. (Common Seal)

By: /s/ XIN Yihua  
Name: XIN Yihua  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iZhihui iKongjian (Tianjin) Technology Co., Ltd. (Common Seal)**

/s/ iZhihui iKongjian (Tianjin) Technology Co., Ltd. (Common Seal)

By: /s/ XIN Yihua

Name: XIN Yihua

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Jiangxi Kongjian Zhihui Decoration Co., Ltd. (Common Seal)**  
/s/ Jiangxi Kongjian Zhihui Decoration Co., Ltd. (Common Seal)

By: /s/ LEI Qing  
Name: LEI Qing  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Kunming iKongjian Decoration Co., Ltd. (Common Seal)**  
/s/ Kunming iKongjian Decoration Co., Ltd. (Common Seal)

By: /s/ Yang Fan  
Name: Yang Fan  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Zhengzhou Kongjian Zhihui Decoration Engineering Co., Ltd.** (Common Seal)

/s/ Zhengzhou Kongjian Zhihui Decoration Engineering Co., Ltd. (Common Seal)

By: /s/ WANG Cheng

Name: WANG Cheng

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.





IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Xi'an iShare Decoration Engineering Co, Ltd. (Common Seal)**

/s/ Xi'an iShare Decoration Engineering Co, Ltd. (Common Seal)

By: /s/ YAN Jia

Name: YAN Jia

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Jinan iKongjian Information Technology Co., Ltd. (Common Seal)**

/s/ Jinan iKongjian Information Technology Co., Ltd. (Common Seal)

By: /s/ WANG Cheng

Name: WANG Cheng

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

Suzhou iLianjie Decoration & Furnishing Co, Ltd. (Common Seal)

/s/ Suzhou iLianjie Decoration & Furnishing Co, Ltd. (Common Seal)

By: /s/ WANG Xin

Name: WANG Xin

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.



IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Shanxi iKongjian Decoration Technology Co., Ltd. (Common Seal)**

/s/ Shanxi iKongjian Decoration Technology Co., Ltd. (Common Seal)

By: /s/ YIN Junyi

Name: YIN Junyi

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Youge Home (Tianjin) Co., Ltd.** (Common Seal)  
/s/ Youge Home (Tianjin) Co., Ltd. (Common Seal)

By: /s/ YAN Jia  
Name: YAN Jia  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

---

IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iLianjie Decoration Engineering (Langfang) Co., Ltd.** (Common Seal)  
/s/ iLianjie Decoration Engineering (Langfang) Co., Ltd. (Common Seal)

By: /s/ LIU Shanshan  
Name: LIU Shanshan  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.



IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Space Easy Home Decoration Engineering (Jiangsu) Co., Ltd. (Common Seal)**

/s/ Space Easy Home Decoration Engineering (Jiangsu) Co., Ltd. (Common Seal)

By: /s/ MENG Xiaodong

Name: MENG Xiaodong

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Hefei) Co., Ltd. (Common Seal)**  
/s/ Kongjian Zhihui Decoration (Hefei) Co., Ltd. (Common Seal)

By: /s/ XIN Yihua  
Name: XIN Yihua  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**iKongjian Home Technology (Beijing) Co., Ltd. (Common Seal)**  
/s/ iKongjian Home Technology (Beijing) Co., Ltd. (Common Seal)

By: /s/ XIN Yihua  
Name: XIN Yihua  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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**IN WITNESS WHEREOF**, this Agreement has been signed by the Parties on the date first written above.

**CHEN Wei**

By: /s/ CHEN Wei \_\_\_\_\_

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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**IN WITNESS WHEREOF**, this Agreement has been signed by the Parties on the date first written above.

**XIN Yihua**

By: /s/ XIN Yihua \_\_\_\_\_

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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IN WITNESS WHEREOF, this Agreement has been signed by the Parties on the date first written above.

**Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)**  
/s/ Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)

By: /s/ PENG Yongdong  
Name: PENG Yongdong  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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**SHARE PURCHASE AGREEMENT**

**ON**

**KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.**

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**October 10, 2023**

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## Share Purchase Agreement

This Share Purchase Agreement (this “**Agreement**”) is made and entered into on October 10, 2023 (the “**Signing Date**”) in Beijing, the PRC (as defined below) by and among:

- A. **Kongjian Zhihui Decoration (Beijing) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91110102562106843T and having its registered address at #901-96 (Cluster Registration), 9/F, Building No. 17, Courtyard No. 30, Shixing Avenue, Shijingshan District, Beijing (“**Target Company**”);
- B. **H iKongjian Co., Limited**, a limited liability company incorporated and existing under the laws of Hong Kong, PRC (“**Transferor**”); and
- C. **Beike Meijia Technology (Zhejiang) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91330100MAC41WCQ4C and having its registered address at Room 2118, 21/F, Chenrong Building, 988 Shangtang Road, Gongshu District, Hangzhou, Zhejiang Province (“**Purchaser**”),

which shall be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS,

1. The Group Companies (as defined below) mainly engage in the business of home renovation and furnishing; as of the Signing Date of this Agreement, the registered capital of the Target Company is RMB6,946,314, of which, the paid-in capital is RMB6,630,257, and the shareholding structure of the Target Company is set forth in Schedule C. The Transferor holds 7.1092% equity in the Target Company (corresponding to registered capital of RMB493,827 of the Target Company);
2. The Purchaser proposes to acquire 100% equity in the Target Company held by the existing shareholders of the Target Company (the “**Acquisition Transaction**”), and the Transaction (as defined below) is part of the Acquisition Transaction. The Transferor proposes to sell to the Purchaser and the Purchaser is willing to accept the transfer of 7.1092% equity in the Target Company (corresponding to registered capital of RMB493,827) directly held by the Transferor free from any encumbrance in accordance with the terms and conditions of this Agreement.
3. Concurrently with the execution of this Agreement, shareholders of the Target Company other than the Transferor will enter into the transaction documents relating to transactions where such shareholders transfer all their equity in the Target Company to the Purchaser (the “**Remaining Share Transaction**”) (including but not limited to a share transfer agreement and other documents required in such agreement; collectively, the “**Remaining Share Transaction Documents**”) with the Purchaser and relevant parties, which shall specify that the Purchaser will purchase the equity in the Target Company held by relevant shareholders.

THEREFORE, it is agreed that:

## Article 1 Definitions and Interpretation

### 1.1 Definitions of Certain Terms

Unless the context otherwise requires, the following terms, when used herein, shall have the meanings ascribed to them below:

“**Laws**” refer to the national, federal, supranational, international, state, provincial, local or similar statutes, laws, decrees, ordinances, rules, codes, guidelines, orders, directives, guidance, judicial interpretations, administrative regulations, normative documents and the rules governing the issuance and trading of securities on the relevant stock exchanges in or outside the PRC.

“**Liabilities**” refer to all debts, liabilities and obligations, accrued or fixed, absolute or contingent, due or undue, determined or otherwise, including without limitation, those arising under any Law, Action or Government Order and any contract, agreement, covenant or undertaking.

“**Affiliate**” refers to, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; and for the avoidance of doubt, with respect to any individual, the term “**Affiliate**” also includes (i) his spouse, parents, children and their spouses, sibling and their spouses, (ii) his spouse’s parents, sibling and their spouses, (iii) trustee of any trust of which such individual or his immediate family member is a beneficiary or, where the trust is a discretionary trust, a discretionary object, and (iv) any entity or company controlled by the foregoing.

“**business day**” refers to any day other than Saturday, Sunday and other days on which banks in the PRC are required or authorized by Laws to close.

“**contract**” refers to any oral or written contract, agreement, order, purchase order, or other similar document, arrangement or plan.

“**Group Companies**” refer to the Target Company and any Person under its direct or indirect control, including without limitation, the Persons listed in Schedule A.

“**Transaction Documents**” refer to this Agreement and other documents contemplated hereunder or in connection with the transactions contemplated hereunder.

“**control**” refers to, with respect to the relationship between two or more Persons, the power, whether exercised or not, to direct or cause the direction of the business, affairs, management or decision of a Person directly, indirectly or as trustee or executor, whether through ownership of equity, voting rights or voting securities, or as trustee or executor, or by contract, contractual arrangement, trust arrangement or otherwise, including but not limited to (i) direct or indirect ownership of fifty percent (50%) or more issued equity or shares in such Person, (ii) direct or indirect ownership of fifty percent (50%) or more voting rights in such Person, (iii) direct or indirect right to appoint a majority of members of the board of directors or similar management organ of such Person. The terms “controlled” and “under common control with” shall have meanings correlative to the foregoing.

“**Encumbrance**” refers to any mortgage, pledge, lien (including but not limited to the priority of tax claims, right of revocation and subrogation right), lease, license, option, constraint, right of first refusal, preemptive right, debt burden, preferential arrangement, third-party claim or interest, restrictive undertaking, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, yields or on any other right or interest to exercise the ownership), or any form of security interest, or any form of arrangement with a similar effect and subject to third-party rights.

“**Closing**” refers to the Purchaser’s completion of the payment of the Transfer Consideration



(as defined below) to the Transferor in accordance with this Agreement.

“**Closing Date**” shall be the date on which the Closing takes place.

“**RMB**” refers to Renminbi, the legal tender of the PRC.

“**Commerce Department**” refers to the Ministry of Commerce of the People’s Republic of China and its local counterparts.

“**Trade Secret**” refers to any technical information and business information which is owned by a Person, not known to the public, and capable of bringing economic benefits to such Person, including but not limited to: any confidential information relating to R&D, proprietary information, data (including but not limited to commercial, business, technical and financial data) and database, technology, technical solution, design, specification, lists and resources of customers, suppliers and partners, financial information, pricing and cost information, business and marketing plans and proposals, business activities (including financial information, business policies, etc.), released or unreleased software or hardware products, or marketing or promotional materials (including any extract, summary or other derivative form of such information), regardless of the form in which such information is stored or disseminated.

“**Administration for Market Regulation**” or “**AMR**” refers to the State Administration for Market Regulation of the PRC and its local counterparts.

“**Tax**” refers to any and all taxes, levies, duties and other charges of any kind collected by any Governmental Authority (together with any and all interests, fines, surcharges and additional amounts collected in connection therewith), including but not limited to: taxes levied against income, concession, accidental income or other profit, general receipts, property, sales, use, salary, employment, social security, unemployment compensation or net value; taxes in the nature of excise and use tax, withholding tax, transfer tax, value-added tax or profit tax; and customs duty, taxes and similar charges.

“**Action**” refers to any lawsuit, complaint, petition, appeal, request for arbitration, demand, claim, notice of violation, investigation, settlement ruling or agreement, or any claim, lawsuit, complaint, arbitration, inquiry, proceeding or investigation initiated by or before any Governmental Authority.

“**Indebtedness**” refers to, with respect to any Person, all obligations of such Person to make payments, including but not limited to: (i) repayment of money borrowed or raised, (ii) acceptance credit, documentary letter of credit or commercial paper loan, (iii) any bond, note, loan, bill or similar instrument; (iv) any deferred payment for assets or services purchased, payment due for the performance of contractual obligations, or liquidated damages, (v) rental payment under any lease (be it a lease on land, machinery, equipment or other items) entered into primarily for the purpose of raising funds or financing the purchase of a leased asset, (vi) any guarantee, bond, standby letter of credit or other document issued for the performance of a contract, and (vii) any mortgage, security or other guarantee for financial losses in connection with the obligations of any Person.

“**Governmental Authority**” refers to any national or international organization, or supernational, federal, state, provincial, local or other government, governmental, regulatory or administrative department, authority or commission, or any court, tribunal or judicial or arbitral institution in or outside the PRC.

“**Government Authorization**” refers to any and all approvals, permits, certificates, registrations, filings and qualifications required from the Governmental Authority for the conduct of business by any of the Group Companies.

“**Government Order**” refers to any order, writ, judgment, injunction, verdict, regulation, decision or ruling made by any Governmental Authority, alone or together with any other Governmental Authority.

“**Material Adverse Effect**” refers to (i) the entry into insolvency, liquidation, winding up or debt restructuring by any of the Group Companies and/or its existing shareholders, or the sale of material assets by the Group Companies, (ii) the loss of any material permits, qualifications or licenses required for any of the Group Companies to carry on its business activities, or (iii) any other circumstance, change or impact involving any of the Group Companies and/or its existing shareholders, which, alone or in aggregate, directly or indirectly: (A) causes or may reasonably expect to cause any material adverse effect on the existence, shareholding structure, business, assets, intellectual property rights, Liabilities (including but not limited to contingent liabilities), financial condition, operating results, business prospects or financial position of any of the Group Companies, or (B) has or may reasonably expect to have any material adverse effect on the qualifications, licenses or capabilities of any of the Group Companies to carry on its current business, or (C) causes or may reasonably expect to cause any material adverse effect on the validity, binding effect and performance of the Transaction Documents.

“**PRC**” refers to the People’s Republic of China” and shall, for the purpose of this Agreement, exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**Person**” refers to any individual, partnership, firm, limited liability company, corporation, association, trust, cooperative organization, Governmental Authority, non-corporate organization, other juridical person, juridical association, unincorporated organization or other legal entity.

“**Organizational Documents**” refers to the articles of association, bylaws, partnership agreement, limited liability company agreement, trust agreement or other incorporation documents of any Person.

## 1.2 Interpretation and Rules of Construction

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to article, schedule, appendix, recital, preamble or text herein shall mean the article, schedule, appendix, recital, preamble or text of this Agreement, and such article, schedule, appendix, recital, preamble or text shall be deemed an integral part of this Agreement;
- 1.2.2 The headings and titles herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement in any way;
- 1.2.3 When used herein, the word “including” shall be deemed to be followed by “but not limited to”;
- 1.2.4 Laws defined or mentioned in this Agreement or any agreement or document

mentioned herein refer to such Laws as may be amended, revised or supplemented from time to time, including subsequent Laws replacing the original ones;

1.2.5 Any reference to any agreement, instrument or other document herein shall mean such agreement, instrument or other document as may be amended, revised or supplemented from time to time;

1.2.6 Any reference to any Person shall also include its permitted assigns and successors; any reference to a company shall include any of its branches; and

1.2.7 When used herein, “hereof”, “herein” , “hereunder” and other words of similar meaning shall refer to the whole Agreement, instead of any provision of this Agreement.

## **Article 2 Transaction Arrangement**

### **2.1 Share Transfer**

2.1.1 Subject to this Agreement, the Transferor agrees to transfer and sell 7.1092% equity in the Target Company (corresponding to registered capital of RMB493,827) (“**Shares**”) held by it to the Purchaser at the Transfer Consideration agreed in Article 3.1 (the “**Transaction**”).

2.1.2 The Transferor acknowledges and agrees that the Shares transferred to the Purchaser shall be free from any Encumbrance, that the Purchaser shall obtain all rights, titles and interests in and to the Shares upon Closing, and that the ownership of the Shares and any rights and interests in connection with or arising from such ownership shall be transferred to the Purchaser from the Transferor upon Closing, and vested in the Purchaser thereafter. The Transferor hereby agrees to waive any of its liquidation preference or similar arrangement under the shareholder agreement or similar agreement of the Target Company.

2.1.3 The Parties acknowledge and agree that the Transaction is part of the Acquisition Transaction, and therefore (1) the Purchaser intends to purchase all the Shares in whole, and unless the Purchaser otherwise agrees in writing, the Transferor may not transfer the Shares in part. And if the Transferor fails to complete the transfer of the Shares in whole, the Purchaser shall have the right to terminate the Transaction and/or this Agreement; and (2) where other shareholders of the Target Company fail to complete the Remaining Share Transaction, or any share transfer transaction under the Remaining Share Transaction is terminated, the Purchaser shall have the right to terminate the Transaction and/or this Agreement. For the avoidance of doubt, the foregoing shall not prejudice other rights of the Purchaser hereunder.

### **2.2 Anti-monopoly Notification**

Upon execution of this Agreement and the Remaining Share Transaction Documents, the Purchaser will file a notification of concentration of undertakings with the competent Governmental Authority with respect to the Acquisition Transaction (the “**Anti-monopoly Notification**”), the Transferor shall provide necessary support for the Anti-monopoly Notification, including but not limited to provision of information and materials relating to the Transferor required by the competent Governmental Authority and signing necessary

### **Article 3      Payment of Transfer Consideration**

#### **3.1      Transfer Consideration**

- 3.1.1      It is agreed that, subject to the terms and conditions agreed herein, the transfer price for the Shares will be USD12,670,000 (“**Transfer Consideration**”). The Purchaser shall pay the Transfer Consideration to the Transferor in accordance with Article 3.2 hereof.
- 3.1.2      For the avoidance of doubt, the Transfer Consideration shall be a Tax-inclusive price (inclusive of the income Tax, stamp duty, etc. payable by the Transferor for the Transaction), that is, except the stamp duty payable by the Purchaser for the Transaction, the Purchaser will not bear any additional Taxes for the Transaction.
- 3.1.3      The Parties acknowledge that, where the Target Company converts capital reserves of the Target Company to increase its registered capital before the Closing, the Purchaser will still acquire the equity of the same proportion in the Target Company after the Closing, with the capital contribution amount corresponding thereto increasing to the same extent, provided that the amount of the Transfer Consideration due to the Transferor shall remain the same.

#### **3.2      Payment of Transfer Consideration**

- 3.2.1      The Purchaser shall pay the balance of the Transfer Consideration net of the Taxes and fees to the bank account designated in the payment notice issued by the Transferor under Article 4.1.12, on the Closing Date and after the completion of withholding relevant Taxes and fees in accordance with Article 3.3.
- 3.2.2      The Transferor agrees and acknowledges that (1) the payment period applicable to the Purchaser shall be extended accordingly and it shall not be deemed as a breach by the Purchaser under the Transaction Documents and the Remaining Share Transaction Documents, if, due to foreign exchange regulatory requirements, the Purchaser makes such payment beyond the payment period set forth in the Transaction Documents and/or the Remaining Share Transaction Documents or is late in making such payment; and (2) if the conditions precedent to payment for the transaction hereunder fail to be satisfied due to regulatory reasons of the Governmental Authority, then the Parties shall negotiate a resolution amicably (including but not limited to adjusting the arrangement for the Transaction hereunder), so as to facilitate the consummation of the Acquisition Transaction.
- 3.2.3      The Transferor shall make written confirmation to the Purchaser on the date when it receives the Transfer Consideration from the Purchaser.

#### **3.3      Withholding of Taxes**

- 3.3.1      The Purchaser will withhold and pay the relevant PRC income Tax on property transfer payable by the Transferor with respect to the Transaction and declare the corresponding PRC stamp duty on behalf of the Transferor, under applicable PRC

Tax Laws. The Purchaser shall have the right to deduct all Taxes withheld and paid and the PRC stamp duty declared on behalf of the Transferor from the corresponding amount of the Transfer Consideration. The Purchaser as the withholding agent for the income Tax amount and the declaration agent for stamp duty of the Transferor arising from the Transaction shall, subject to the cooperation of the Target Company and other shareholders in providing relevant documents required for the calculation of the payable Taxes and the completion of the formalities for withholding/declaration on behalf of the Transferor, complete relevant Tax declaration and payment and provide the corresponding Tax payment certificate to the Transferor. The Target Company and the Transferor shall cooperate in providing relevant documents and information (the content of which shall be authentic, accurate and complete) required for the calculation of the payable Taxes and the completion of the formalities for withholding/declaration on behalf of the Transferor, within thirty (30) business days from the Signing Date hereof or thirty (30) business days before the Target Company files a registration change application for the Transaction to the Administration for Market Regulation, whichever is earlier. If the period required for such provision by the Purchaser is different from the said period, the actual requirement of the Purchaser shall prevail.

- 3.3.2 Subject to the cooperation by the Target Company and the Transferor as aforesaid, the Purchaser shall complete the Tax declaration and withholding formalities set forth in Article 3.3.1 within the period of withholding obligation under the Tax Laws, provided that it shall not be deemed as a breach of contract by the Purchaser if such period is extended due to taxation regulatory reason, in which case, the Parties shall negotiate a solution amicably. The Transferor shall solely declare and pay other Taxes payable by it in connection with the Transaction other than the income Tax and stamp duty.

#### **Article 4            Conditions Precedent to Payment**

##### **4.1    Conditions Precedent to Payment**

The Purchaser's obligation to pay the Transfer Consideration shall be subject to the satisfaction of the following conditions to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion):

- 4.1.1     Anti-monopoly Notification. The competent anti-monopoly Governmental Authority has approved the Anti-monopoly Notification for the Acquisition Transaction unconditionally or conditionally.
- 4.1.2     Execution of Transaction Documents. The Transaction Documents and the Remaining Share Transaction Documents have been duly executed and delivered to the Purchaser, which remain valid at the Closing Date.
- 4.1.3     Representations, Warranties and Undertakings. The representations and warranties of the Transferor herein (including but not limited to those in Article 6 and Schedule D-1) shall be authentic and accurate when made and as of the Closing Date (with the same force and effect as if made on that date). The undertakings and covenants to be performed by the Transferor and its nominee (if any) on or before the Closing Date as provided hereunder shall have all been performed.

- 4.1.4 No Suit or Action. There is no existing or threatened Action brought by any Governmental Authority or any other Person against any party to the Transaction Documents and the Remaining Share Transaction Documents, which may restrict, impede or prohibit the transactions under the Transaction Documents and the Remaining Share Transaction Documents or cause Material Adverse Effect on the conditions for the transactions under the Transaction Documents.
- 4.1.5 No Specific Government Order. No Governmental Authority has enacted, promulgated, administered or adopted any Laws or Government Order which will render the transactions contemplated under the Transaction Documents and the Remaining Share Transaction Documents illegal or otherwise restrict or prohibit such transactions.
- 4.1.6 No Material Adverse Effect. There is no change or event which has Material Adverse Effect on the Group Companies or their business, finance, assets, Liabilities, prospects or operation status, or other event or fact that will cause or can be reasonably expected to cause any Material Adverse Effect.
- 4.1.7 External Approval, Waiver and Notice. All consents, approvals, waivers and notices (if any) required for the Parties' execution and delivery of the Transaction Documents and the Remaining Share Transaction Documents and completion of the transactions under the Transaction Documents and the Remaining Share Transaction Documents have been obtained or completed, and remain in full force and effect.
- 4.1.8 Internal Approval. The shareholders' meeting and the board of directors of the Target Company have adopted written resolution/decision to: (i) approve the execution and performance of the Transaction Documents and the Remaining Share Transaction Documents, and all shareholders have waived their right of first refusal, liquidation preference, co-sale right, veto right and any other rights which may affect the Acquisition Transaction, (ii) adopt a new articles of association of the Target Company to the satisfaction of the Purchaser, and (iii) remove the current legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company except that the Founder CHEN Wei will continue serving as a director of the Target Company (collectively the "**Resigned Personnel Filed with AIC**") and elect new legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company appointed by the Purchaser (collectively the "**New Personnel Filed with AIC**"), and (iv) approve cancellation of options and termination of all employee incentive plans.
- 4.1.9 Internal Approval of Transferor. The Transferor has duly adopted and submitted to the Purchaser written resolutions of the shareholders' meeting and the board of directors approving the execution and performance of the Transaction Documents.
- 4.1.10 Completion of Payment of Individual Income Tax and Stamp Duty. All individual shareholders of the Target Company (i.e. CHEN Wei, XIN Yihua, WANG Jiang, CHANG Xiaojun, SHEN Yanjie) have completed the declaration and made full payment of the individual income Tax and the stamp duty with and to the competent PRC Tax authority with respect to the full Transfer Consideration for transfer of their respective equity in the Target Company, and the Purchaser has received the photocopies of the corresponding supporting materials on Tax payment (including

but not limited to the Tax return, certificate of Tax payment and bank transfer slip).

- 4.1.11 Completion of Change Registration and Filing with Governmental Authority. The Target Company has completed the change registration and filing with the Administration for Market Regulation, the Commerce Department and foreign exchange administration or its authorized banks with respect to the transfer of equity in the Target Company under the Transaction Documents and the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership), and the Target Company has provided the corresponding supporting documents (including but not limited to the updated business license and foreign exchange business registration certificate, etc.) to the Purchaser, including: (i) registering the Purchaser as shareholder and owner of relevant equity in the Target Company, (ii) completing the filing with the Administration for Market Regulation with respect to the resignation of the Resigned Personnel Filed with AIC and the appointment of the New Personnel Filed with AIC; (iii) the new articles of association of the Target Company has been filed with the Administration for Market Regulation; (iv) the Target Company has submitted a foreign investment information report to the Commerce Department with respect to such transactions; and (v) the Target Company has completed the change registration for foreign exchange basic information through a bank authorized by the foreign exchange administration and obtained the foreign exchange business registration certificate, with respect to such transactions.
- 4.1.12 Payment Notice. The Transferor has given a payment notice to the Purchaser stating the information of the beneficiary account and the amount of the Transfer Consideration.
- 4.1.13 Remaining Share Transaction. The payment conditions agreed under the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)) have all been satisfied or waived in writing by the Purchaser.
- 4.1.14 Closing Certificate. The Transferor has submitted a certificate on the satisfaction of the Closing conditions in form and substance set forth in Schedule F to the Purchaser certifying that all conditions precedent to payment in this Article 4.1 have been satisfied.

The Transferor shall make its best reasonable efforts to procure the satisfaction of such conditions precedent to the Transfer Consideration as soon as possible after the execution of this Agreement. Of which: after the satisfaction of all conditions precedent to the Transfer Consideration other than those set forth in Article 4.1.11 (except for those waived under Article

4.1 or to be satisfied at the Closing by their nature), the Target Company and the Transferor shall complete the conditions precedent to payment set forth in Article 4.1.11 as soon as possible, and the Purchaser shall cooperate in providing and signing all required documents and information.

## **Article 5      Closing**

### **5.1      Closing**

Subject to all terms and conditions hereof, the Closing of the Transaction shall occur concurrently with the closing of the Remaining Share Transaction (excluding the transaction between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) concerning transfer of equity in the Target Company held by them), within twenty (20) business days from the date when all conditions precedent set forth in Article 4.1 are satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement, which shall be satisfied on such date) and the Tax return filing and withholding formalities set forth in Article 3.3.1 hereof are completed (and for the avoidance of doubt, any extension of the said period due to regulatory requirements of the bank, foreign exchange administration or other Governmental Authority shall not be deemed as a breach by the Purchaser, and the payment period applicable to the Purchaser shall be extended accordingly, in which case the Parties shall negotiate a solution amicably).

The Parties confirm that from the Closing Date, the Purchaser will have the legal, valid, absolute and exclusive ownership of all the Shares in the Target Company held by it, free from any Encumbrance.

## **Article 6      Representations and Warranties of the Transferor**

- 6.1** In order to procure and as condition to the Purchaser's execution of this Agreement, the Transferor hereby makes all representations and warranties set forth in Schedule D-1 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the Closing Date.
- 6.2** Any representations and warranties made and submitted by the Transferor under and in accordance with this Agreement shall survive the Closing.

## **Article 7      Representations and Warranties of the Purchaser**

In order to procure and as condition to the other Parties' execution of this Agreement, the Purchaser hereby makes all representations and warranties set forth in Schedule D-2 to the other Parties and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, on the Signing Date of this Agreement and the Closing Date.

## **Article 8      Special Provisions**

### **8.1      Non-solicitation or No Negotiation**

From the Signing Date to the Closing:



8.1.1 Without prior written consent of the Purchaser, the Transferor shall not, and shall procure any of its Affiliates, officers, directors, representatives or agents not to:

- (a) solicit, initiate, consider, encourage or accept any proposal or offer made by any Person on: (A) any investment in any of the Group Companies (whether by equity or debt); (B) purchase or otherwise acquisition of equity, assets or business of any of the Group Companies in whole or in part; (C) merger, consolidation or other form of business amalgamation with or into any of the Group Companies or its business; or (D) recapitalization, asset reorganization, restructuring, or other transactions not in the normal course of business, which involves or otherwise relates to any of the Group Companies; or
- (b) enter into any agreement, memorandum, letter of intent or similar legal instruments, participate in any discussion, talk, negotiation or other form of communication, or provide other Persons with information, or in any way cooperate, assist or participate in, facilitate or encourage any other Person to make any effort or attempt, in each case, with respect to any of the matters stated above.

8.1.2 Unless otherwise agreed by the Purchaser in writing, the Transferor and/or any of its Affiliates, officers, directors, representatives or agents shall immediately cease or procuring the termination of all existing discussions, talks, negotiations and other forms of communication with any other Persons to date with respect to transactions identical, close or similar to those contemplated hereunder. If any Person makes any proposal or offer for transactions identical, close or similar to those contemplated hereunder, or any attempt or other contact for the foregoing, the Transferor shall immediately notify the Purchaser, with reasonable details on the identity of the Person making such proposal, offer, attempt or contact, and the terms and conditions thereof.

## **8.2 Use of Name**

Regardless of whether the Purchaser or the Transferor then holds any equity in the Group Companies directly or indirectly, without prior written consent of either the Purchaser or the Transferor, the other Party shall not, and shall procure its Affiliates not to: (i) use, publish or reproduce the name of the other Party or any of its Affiliates, or any similar company name, trade name, trademark, product or service name, domain name, pattern, mark, logo, label or particular description that enables third parties to identify the other Party or any of its Affiliates, for any of its marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Group Companies or any of its controlled Affiliates have been endorsed or supported by the other Party or any of its Affiliates, except for compliance with requirements of the securities laws and regulations of the PRC and relevant governments and the stock exchanges as well as the financial regulators in Hong Kong or the United States.

## **8.3 Confidentiality**

8.3.1 Confidential Information

- (a) The Parties shall keep confidential the fact that the Parties enter into the Transaction Documents, the terms of Transaction Documents, and Trade Secret

or proprietary information relating to the equity and business of the Group Companies (“**Confidential Information**”), and shall not disclose such information to any third party. The Transferor understands that the Confidential Information is extremely important to the Purchaser after the completion of the Closing, and any disclosure of such Confidential Information may directly or indirectly benefit the Competitors of the Purchaser, and prejudice the interest of the Purchaser. Therefore, the Transferor agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.

- (b) The Purchaser agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (c) Such restriction shall not apply to any information which: (i) is already known to the public at the time of disclosure, and enters the public domain other than as a result of breach of this Agreement by the information receiving Party; (ii) is disclosed with prior written consent of the other Party; (iii) is disclosed by a Party to its Affiliates, directors, officers, employees, accountants, consultants, representatives and agents who have agreed to perform the duty of confidentiality, for the purpose of performing the transactions contemplated under the Transaction Documents; (iv) is legally obtained by the receiving Party from any third party subsequently; or (v) is disclosed by a Party according to the requirements of any Governmental Authority or regulator having jurisdiction over it (including but not limited to the stock exchanges as well as the financial regulators in Hong Kong or the United States). For the avoidance of doubt, the Purchaser may make appropriate disclosure by filing a Form 6-K with the U.S. Securities and Exchange Commission, publishing an announcement on the website of The Stock Exchange of Hong Kong Limited, and in its annual report, interim report, results announcement or similar documents, and attach this Agreement as an appendix to its annual report.

#### 8.3.2 Press Release

Without prior written consent of the Purchaser, the Transferor may not publish any press release, announcement or otherwise make public disclosure of, the Transaction.

### 8.4 Waiver and Exemption

The Transferor hereby acknowledges and agrees that it (acting on its own behalf and on behalf of its Affiliates) will waive any claims and Actions against all Group Companies that have accrued as of the Closing or based on the facts prior to the Closing, if the Closing takes place.

## Article 9 Breach of Contract and Indemnification

### 9.1 Liabilities for Breach of Contract

- 9.1.1 The Transferor shall indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee, so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any damages, losses, claims, suits, demands for payment, judgments, settlements, Taxes, interest, costs and expenses (including but not limited to the fees and reimbursements paid to attorneys and consultants, or compensation and indemnity paid by it to any third party (including its Affiliates, directors and employees), including the part of losses incurred by the Group Companies that is borne directly or indirectly by the Purchaser) ("**Losses**") suffered, sustained or incurred by the Purchaser and/or (if the Closing takes place) the Group Companies (be it a third party claim, claim between the Parties hereto or any other claim) against the foregoing or its or their Affiliates, directors, partners, shareholders, employees, agents and representatives ("**Purchaser's Indemnitees**") directly or indirectly arising out of or in connection with:
- (a) Breach of any of its representations, statements or warranties under the Transaction Documents by the Transferor; and
  - (b) Breach of any of its undertakings or obligations under the Transaction Documents by the Transferor.
- 9.1.2 In particular:
- (a) if the Acquisition Transaction is terminated due to the Transferor's breach of any of its representations, statements or warranties, or undertakings or obligations under the Transaction Documents, the Transferor shall bear all Taxes, costs and expenses arising from the Acquisition Transaction.
  - (b) the Transferor shall indemnify the Purchaser's Indemnitees against any Losses arising from any penalties imposed on the Purchaser's Indemnitees by the Tax authority caused by the Transferor's failure to timely cooperate in providing relevant documents and information required for the Purchaser's completion of the withholding formalities in breach of Article 3.3 hereof.
- 9.1.3 Subject to Articles 3.2.2 and 5.1 hereof, where the Purchaser fails to pay the Transfer Consideration to the Transferor when due, then for each day in delay, the Purchaser shall pay the Transferor liquidated damages at 0.05% of the amount of the unpaid Transfer Consideration, and if such payment is overdue for more than sixty (60) business days, then in the absence of breach of contract by the Transferor, the Transferor shall have the right to unilaterally terminate this Agreement.
- 9.1.4 It is agreed that if the Purchaser's Indemnitees have incurred Losses set forth in Article 9.1.1 or Article 9.1.2, then unless otherwise agreed herein, the Purchaser and/or its Affiliates shall have the right to directly deduct the amount of compensation and indemnity payable by the Transferor to the Purchaser's Indemnitees from the corresponding payment or other amounts payable to the Transferor by the Purchaser and/or its Affiliates.
- 9.1.5 The Transferor shall not claim on any ground and in any way any right or recovery against the Group Companies with respect to any compensation or indemnity made

by it to the Purchaser's Indemnitees under the Transaction Documents, and shall unconditionally and irrevocably waive any of its recourses or claims against the Group Companies.

- 9.1.6 For the avoidance of doubt, all remedies provided hereunder are not mutually exclusive and, therefore, can be applied concurrently. The exercise of remedies provided hereunder shall not preclude any other rights or remedies available to the Parties under the Laws or other documents.

#### **Article 10      Termination**

**10.1** Under any of the following circumstances, this Agreement may be terminated prior to the Closing:

- 10.1.1 The Parties unanimously agree in writing to terminate this Agreement;
- 10.1.2 Either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if any Governmental Authority promulgates any Laws, issues any order, decree or ruling or takes any other legal actions to restrict, stop or otherwise prohibit the transactions under the Transaction Documents, or render it illegal or impossible to consummate the transaction under the Transaction Documents, and such order, decree or ruling or other legal actions are final, unactionable, unappealable and not eligible for application for reconsideration;
- 10.1.3 Unless otherwise agreed by the Parties, to the extent that the Transferor and the Group Companies provide information and materials required for the Anti-monopoly Notification to the Purchaser in accordance with Article 2.2, the Purchaser may terminate this Agreement by giving a written notice to the other Parties, if the competent Governmental Authority does not make a review decision of unconditional approval or conditional approval of the Anti-monopoly Notification for the Acquisition Transaction within 420 days (or 510 days, if the competent Governmental Authority raises any competition concern in the review of the Anti-monopoly Notification) from the execution of this Agreement; and
- 10.1.4 The Purchaser may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Transferor set forth in any Transaction Document is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
  - (c) the Transferor materially breaches the covenants, undertakings or obligations under any Transaction Document, which has not been cured within twenty (20) days after the Purchaser gives a written demand to do so; or
  - (d) within 600 days after the Signing Date, the conditions precedent to the payment of the Transfer Consideration set forth in Article 4.1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement). For the avoidance of doubt,

the Purchaser shall not terminate this Agreement in accordance with this Article if the failure of satisfaction of such conditions precedent to the payment of the Transfer Consideration within the agreed time limit is due to reasons of the Purchaser or its Affiliates.

**10.2** The Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, where the Remaining Share Transaction is not completed due to reasons of the other shareholders of the Target Company, or any share transfer transaction in the Remaining Share Transaction is terminated.

**10.3** For the avoidance of doubt, the right to early terminate this Agreement of the Purchaser as stated above shall be in addition to any other remedies available to it, and such termination shall neither exempt any obligation of the other Parties accrued up to the date of termination of this Agreement, nor exempt the other Parties' liability for compensating for the losses of the non-breaching Party arising from their breach of this Agreement or other Transaction Document.

**10.4 Effect of Termination of Agreement**

It is agreed that the date when the Purchaser and/or other Parties give a notice of termination of this Agreement in accordance with Article 10.1.2, 10.1.3 or 10.1.4 or when the Parties mutually agree to terminate this Agreement in writing in accordance with Article 10.1.1, shall be the date of termination of this Agreement, and:

10.4.1 the Purchaser is not required to pay any outstanding amount to the Transferor from the date of termination of this Agreement;

10.4.2 all costs, expenses and Taxes arising from the transactions hereunder shall be severally or jointly borne by the Party at fault for the termination in accordance with Article 10.1, or to the extent that no Party is at fault, be borne equally by the Transferor on one part and the Purchaser on the other part with respect to the corresponding Taxes (if any) and by the Parties respectively with respect to the corresponding costs and expenses; and

10.4.3 After this Agreement is terminated in accordance with Article 10.1, all rights and obligations of the Parties hereto under this Agreement shall terminate, and the Parties hereto shall refund such consideration or surrender such equity (if applicable) as obtained from the other Party hereunder within thirty (30) business days after the termination of this Agreement on the principles of fairness, reasonableness and good faith, having them reinstated to the state at the time of the execution of this Agreement (and for the avoidance of doubt, only with respect to the surrender of equity, such period shall mean the period for the completion of filing a registration change request for equity transfer, provided, however, that failure to make such filing within such period shall not be deemed as a breach if it is caused by refusal of cooperation by the existing shareholders or approval of the Governmental Authority). A Party shall have no claim against the other Parties under this Agreement or for the termination of this Agreement, other than the liabilities under Article 9 (Breach of Contract and Indemnification), Article 1 (Definitions and Interpretation), Article 8.2 (Use of Name), Article 8.3 (Confidentiality), Article 10.4 (Effect of Termination of Agreement) and Article 12 (Miscellaneous) shall survive the termination of this Agreement.

## Article 11 Force Majeure

- 11.1** A Party hereto shall not be liable for its non-performance or partial performance of this Agreement directly caused by earthquake, typhoon, flood, fire, epidemic, war, riot, hostility, public unrest, strike and any other force majeure event that is unpredictable, unpreventable and inevitable to or by the affected Party (“**Force Majeure**”), provided that, such affected Party shall immediately give a written notice to the other Parties by fax or personal delivery without delay, and shall provide the other Parties with details of the Force Majeure event, explaining the reasons for its non-performance, partial performance or delay in performance, within fifteen days upon the said written notice.
- 11.2** Where the Party claiming Force Majeure fails to notify the other Parties and provide appropriate proof as stated above, such Party shall not be exempted from the liability for its failure to perform the obligations hereunder. The affected Party shall make reasonable efforts to mitigate the consequences of such Force Majeure, and resume performance of all relevant obligations as soon as possible after the termination of such Force Majeure. The affected Party shall be liable to other Parties for its failure to resume performance of relevant obligations after the disappearance of the reason for temporary exemption of such obligations due to Force Majeure.
- 11.3** In case of any Force Majeure, the Parties shall immediately discuss with each other to reach a fair solution, and make every reasonable effort to mitigate the consequence of such Force Majeure as much as possible.

## Article 12 Miscellaneous

### 12.1 Short-form Agreement

It is agreed that, for the convenience of completing governmental procedures relating to the transactions contemplated under the Transaction Documents, the Parties shall negotiate in good faith and enter into any other separate contract, agreement or document in connection with matters hereunder (including but not limited to the short-form share transfer agreement and other documents to be entered into in accordance with the requirements of the Administration for Market Regulation, the foreign exchange administration and the competent Tax authority), provided that in case of any conflict or inconsistency between such contract, agreement or document and this Agreement, this Agreement shall prevail.

### 12.2 Taxes and Fees

The Parties hereto shall respectively bear any Taxes and charges to be payable by them in connection with the transaction hereunder under the applicable Laws.

### 12.3 Notice

12.3.1 All notices and other communications required or given hereunder shall be sent to the address of the Party concerned set forth in Schedule E by personal delivery, registered mail, postage prepaid, commercial courier service, or email. Such notices shall be deemed validly served: (i) on the date of dispatch or rejection, if sent by personal delivery, courier service, or registered mail, postage prepaid and addressed to the address for notice, and (ii) when such email arrives in the email system of the attention, if sent by email.

12.3.2 Any change by a Party (“**Changing Party**”) to the said correspondence address or notification method shall be notified by the Changing Party to the other Parties within seven (7) days upon such change. If the Changing Party fails to make timely notice as agreed, the Changing Party shall bear any losses caused thereby.

#### **12.4 Entire Agreement**

This Agreement, other Transaction Documents and their schedules shall constitute the entire agreement between the Parties with respect to the Transaction, and supersede any previous agreement, memorandum of understanding, representation or other obligation entered into by the Parties for the Transaction (whether in writing or orally, including all kinds of communication), and this Agreement (including its amendments or modifications, and other Transaction Documents) contains the only and entire agreement among the Parties with respect to the matters hereunder.

#### **12.5 Severability**

If, under any Laws or public policy, any term or other provision hereof is held invalid, illegal or unenforceable, then as long as the economic or legal substance of the transaction contemplated hereunder is not materially adverse in any way to any Party, all other terms and provisions hereof shall remain in full force and effect. Where any term or other provision is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to amend this Agreement in an acceptable manner as close as possible to the original intent of the Parties, so as to complete the transaction contemplated hereunder as originally planned to the maximum extent.

#### **12.6 Waiver**

Either Party hereto may: (i) extend the time for any other Party to perform any obligation or take any action, (ii) waive to hold any other Party liable for any inaccuracy of any representation or warranty made herein or in any other Transaction Document, or (iii) waive to demand any other Party to comply with any agreement or required condition contained herein. No such extension or waiver shall be effective until the Party bound thereby signs a written document on such extension or waiver. No waiver of a Party of any breach of any provision of this Agreement shall operate as or be construed as a further waiver of such breach or a continuing waiver, or a waiver of any other breach or subsequent breach. Unless otherwise provided herein, failure or delay of any Party to exercise any right, power or remedy hereunder or otherwise available under the Laws and regulations shall not operate as a waiver of such right, power or remedy. And single or partial exercise of such right, power or remedy by such Party shall not preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

#### **12.7 Assignment and Succession**

This Agreement shall be inure to the benefits of the successors and assigns of the Parties, who may have the rights and obligations hereunder. The Purchaser may transfer or assign its rights, interests and obligations hereunder and under other Transaction Documents to any of its Affiliates, or to any third party consented by the Transfer, or to any third party designated by the Purchaser after mutual agreement by the Parties according to the foreign exchange regulatory requirements. Without prior written consent of the Purchaser, none of the other Parties may transfer or assign any of their rights or obligations hereunder. From the Signing

Date hereof, unless this Agreement is terminated prior to the Closing, without prior written consent of the Purchaser, the Transferor shall not transfer the Shares in whole or in part to any third party.

## **12.8 Effectiveness**

This Agreement shall take effect as of the date first written above and be binding upon the Parties after due execution by the Parties (that is, signed by hand for natural person, and affixed with common seal for enterprise legal person or other non-natural person).

## **12.9 Schedules**

The schedules of this Agreement shall be integral parts of this Agreement and mutually supplementary to and shall have the same legal force as the body of this Agreement. In case of any conflict between a Schedule hereto and this Agreement, the body of this Agreement shall prevail and make amendment accordingly.

## **12.10 Amendment**

This Agreement may be amended or changed by mutual agreement of the Parties hereto. Any amendment or change must be made in writing and become effective upon execution by the Parties.

## **12.11 Governing Laws and Dispute Resolution**

12.11.1 Governing Laws. The formation, validity, interpretation and performance of this Agreement and the resolution of dispute arising out of this Agreement shall be governed by and interpreted in accordance with the PRC Laws.

12.11.2 Dispute Resolution. Any dispute arising out of or in connection with the performance of this Agreement shall be resolved by Parties through amicable negotiation. Where any dispute fails to be resolved through negotiation within two (2) months as of the occurrence of the dispute, either Party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) to be arbitrated in Beijing, in accordance with the arbitration rules of CIETAC then in force for arbitration. The arbitration tribunal shall consist of three (3) arbitrators appointed according to the arbitration rules, and the claimant and the respondent shall each appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly selected by the Parties or appointed by the chairman of the CIETAC under joint entrustment by the Parties. The arbitration language shall be Chinese. The arbitration award shall be final and binding upon the Parties. The arbitration costs shall be borne by the defeated Party.

12.11.3 Continuing Performance. Pending dispute resolution, the Parties shall continue owning their respective other rights hereunder and shall continue performing their respective obligations hereunder.

## **12.12 Language and Counterpart**

This Agreement shall be written in Chinese. This Agreement may be made in several counterparts, each of which shall have the same legal effect.

## **12.13 No Third Party Beneficiary**



This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns only. Notwithstanding the foregoing, the Purchaser's Indemnitees shall have the right to enforce this Agreement directly as if they were a Party hereto.

(The remainder of this page is intentionally left blank.)

In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)**  
/s/ Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei

Name: CHEN Wei

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**H iKongjian Co., Limited**

By: /s/ CHEN Xiaohong

Name: CHEN Xiaohong

Title: Director

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)**  
/s/ Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)

By: /s/ PENG Yongdong

Name: PENG Yongdong

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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**SHARE PURCHASE AGREEMENT**  
ON  
**KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.**

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**October 10, 2023**

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## Share Purchase Agreement

This Share Purchase Agreement (this “**Agreement**”) is made and entered into on October 10, 2023 (the “**Signing Date**”) in Beijing, the PRC (as defined below) by and among:

- A. **Kongjian Zhihui Decoration (Beijing) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91110102562106843T and having its registered address at #901-96 (Cluster Registration), 9/F, Building No. 17, Courtyard No. 30, Shixing Avenue, Shijingshan District, Beijing (“**Target Company**”);
- B. **Nature Home (China) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91440606698156057C and having its registered address at 21/F, No.1 Zhicheng Road, Fengsha Villagers Committee, Daliang Sub-district, Shunde District, Foshan (“**Transferor**”); and
- C. **Beike Meijia Technology (Zhejiang) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91330100MAC41WCQ4C and having its registered address at Room 2118, 21/F, Chenrong Building, 988 Shangtang Road, Gongshu District, Hangzhou, Zhejiang Province (“**Purchaser**”),

which shall be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS,

1. The Group Companies (as defined below) mainly engage in the business of home renovation and furnishing; as of the Signing Date of this Agreement, the registered capital of the Target Company is RMB6,946,314, of which, the paid-in capital is RMB6,630,257, and the shareholding structure of the Target Company is set forth in Schedule C. The Transferor holds 4.7987% equity in the Target Company (corresponding to registered capital of RMB333,333 of the Target Company);
2. The Purchaser proposes to acquire 100% equity in the Target Company held by the existing shareholders of the Target Company (the “**Acquisition Transaction**”), and the Transaction (as defined below) is part of the Acquisition Transaction. The Transferor proposes to sell to the Purchaser and the Purchaser is willing to accept the transfer of 4.7987% equity in the Target Company (corresponding to registered capital of RMB333,333) directly held by the Transferor free from any encumbrance in accordance with the terms and conditions of this Agreement.
3. Concurrently with the execution of this Agreement, shareholders of the Target Company other than the Transferor will enter into the transaction documents relating to transactions where such shareholders transfer all their equity in the Target Company to the Purchaser (the “**Remaining Share Transaction**”) (including but not limited to a share transfer agreement and other documents required in such agreement; collectively, the “**Remaining Share Transaction Documents**”) with the Purchaser and relevant parties, which shall specify that the Purchaser will purchase the equity in the Target Company held by relevant shareholders.

THEREFORE, it is agreed that:

## Article 1 Definitions and Interpretation

### 1.1 Definitions of Certain Terms

Unless the context otherwise requires, the following terms, when used herein, shall have the meanings ascribed to them below:

“**Laws**” refer to the national, federal, supranational, international, state, provincial, local or similar statutes, laws, decrees, ordinances, rules, codes, guidelines, orders, directives, guidance, judicial interpretations, administrative regulations, normative documents and the rules governing the issuance and trading of securities on the relevant stock exchanges in or outside the PRC.

“**Liabilities**” refer to all debts, liabilities and obligations, accrued or fixed, absolute or contingent, due or undue, determined or otherwise, including without limitation, those arising under any Law, Action or Government Order and any contract, agreement, covenant or undertaking.

“**Affiliate**” refers to, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; and for the avoidance of doubt, with respect to any individual, the term “**Affiliate**” also includes (i) his spouse, parents, children and their spouses, sibling and their spouses, (ii) his spouse’s parents, sibling and their spouses, (iii) trustee of any trust of which such individual or his immediate family member is a beneficiary or, where the trust is a discretionary trust, a discretionary object, and (iv) any entity or company controlled by the foregoing.

“**business day**” refers to any day other than Saturday, Sunday and other days on which banks in the PRC are required or authorized by Laws to close.

“**contract**” refers to any oral or written contract, agreement, order, purchase order, or other similar document, arrangement or plan.

“**Group Companies**” refer to the Target Company and any Person under its direct or indirect control, including without limitation, the Persons listed in Schedule A.

“**Transaction Documents**” refer to this Agreement and other documents contemplated hereunder or in connection with the transactions contemplated hereunder.

“**control**” refers to, with respect to the relationship between two or more Persons, the power, whether exercised or not, to direct or cause the direction of the business, affairs, management or decision of a Person directly, indirectly or as trustee or executor, whether through ownership of equity, voting rights or voting securities, or as trustee or executor, or by contract, contractual arrangement, trust arrangement or otherwise, including but not limited to (i) direct or indirect ownership of fifty percent (50%) or more issued equity or shares in such Person, (ii) direct or indirect ownership of fifty percent (50%) or more voting rights in such Person, (iii) direct or indirect right to appoint a majority of members of the board of directors or similar management organ of such Person. The terms “controlled” and “under common control with” shall have meanings correlative to the foregoing.

“**Encumbrance**” refers to any mortgage, pledge, lien (including but not limited to the priority of tax claims, right of revocation and subrogation right), lease, license, option, constraint, right of first refusal, preemptive right, debt burden, preferential arrangement, third-party claim or interest, restrictive undertaking, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, yields or on any other right or interest to exercise the ownership), or any form of security interest, or any form of arrangement with a similar



effect and subject to third-party rights.

“**Closing**” refers to the Purchaser’s completion of the payment of the Transfer Consideration (as defined below) to the Transferor in accordance with this Agreement.

“**Closing Date**” shall be the date on which the Closing takes place.

“**RMB**” refers to Renminbi, the legal tender of the PRC.

“**Commerce Department**” refers to the Ministry of Commerce of the People’s Republic of China and its local counterparts.

“**Trade Secret**” refers to any technical information and business information which is owned by a Person, not known to the public, and capable of bringing economic benefits to such Person, including but not limited to: any confidential information relating to R&D, proprietary information, data (including but not limited to commercial, business, technical and financial data) and database, technology, technical solution, design, specification, lists and resources of customers, suppliers and partners, financial information, pricing and cost information, business and marketing plans and proposals, business activities (including financial information, business policies, etc.), released or unreleased software or hardware products, or marketing or promotional materials (including any extract, summary or other derivative form of such information), regardless of the form in which such information is stored or disseminated.

“**Administration for Market Regulation**” or “**AMR**” refers to the State Administration for Market Regulation of the PRC and its local counterparts.

“**Tax**” refers to any and all taxes, levies, duties and other charges of any kind collected by any Governmental Authority (together with any and all interests, fines, surcharges and additional amounts collected in connection therewith), including but not limited to: taxes levied against income, concession, accidental income or other profit, general receipts, property, sales, use, salary, employment, social security, unemployment compensation or net value; taxes in the nature of excise and use tax, withholding tax, transfer tax, value-added tax or profit tax; and customs duty, taxes and similar charges.

“**Action**” refers to any lawsuit, complaint, petition, appeal, request for arbitration, demand, claim, notice of violation, investigation, settlement ruling or agreement, or any claim, lawsuit, complaint, arbitration, inquiry, proceeding or investigation initiated by or before any Governmental Authority.

“**Indebtedness**” refers to, with respect to any Person, all obligations of such Person to make payments, including but not limited to: (i) repayment of money borrowed or raised, (ii) acceptance credit, documentary letter of credit or commercial paper loan, (iii) any bond, note, loan, bill or similar instrument; (iv) any deferred payment for assets or services purchased, payment due for the performance of contractual obligations, or liquidated damages, (v) rental payment under any lease (be it a lease on land, machinery, equipment or other items) entered into primarily for the purpose of raising funds or financing the purchase of a leased asset, (vi) any guarantee, bond, standby letter of credit or other document issued for the performance of a contract, and (vii) any mortgage, security or other guarantee for financial losses in connection with the obligations of any Person.

“**Governmental Authority**” refers to any national or international organization, or

supernational, federal, state, provincial, local or other government, governmental, regulatory or administrative department, authority or commission, or any court, tribunal or judicial or arbitral institution in or outside the PRC.

“**Government Authorization**” refers to any and all approvals, permits, certificates, registrations, filings and qualifications required from the Governmental Authority for the conduct of business by any of the Group Companies.

“**Government Order**” refers to any order, writ, judgment, injunction, verdict, regulation, decision or ruling made by any Governmental Authority, alone or together with any other Governmental Authority.

“**Material Adverse Effect**” refers to (i) the entry into insolvency, liquidation, winding up or debt restructuring by any of the Group Companies and/or its existing shareholders, or the sale of material assets by the Group Companies, (ii) the loss of any material permits, qualifications or licenses required for any of the Group Companies to carry on its business activities, or (iii) any other circumstance, change or impact involving any of the Group Companies and/or its existing shareholders, which, alone or in aggregate, directly or indirectly: (A) causes or may reasonably expect to cause any material adverse effect on the existence, shareholding structure, business, assets, intellectual property rights, Liabilities (including but not limited to contingent liabilities), financial condition, operating results, business prospects or financial position of any of the Group Companies, or (B) has or may reasonably expect to have any material adverse effect on the qualifications, licenses or capabilities of any of the Group Companies to carry on its current business, or (C) causes or may reasonably expect to cause any material adverse effect on the validity, binding effect and performance of the Transaction Documents.

“**PRC**” refers to the People’s Republic of China” and shall, for the purpose of this Agreement, exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**Person**” refers to any individual, partnership, firm, limited liability company, corporation, association, trust, cooperative organization, Governmental Authority, non-corporate organization, other juridical person, juridical association, unincorporated organization or other legal entity.

“**Organizational Documents**” refers to the articles of association, bylaws, partnership agreement, limited liability company agreement, trust agreement or other incorporation documents of any Person.

## **1.2 Interpretation and Rules of Construction**

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to article, schedule, appendix, recital, preamble or text herein shall mean the article, schedule, appendix, recital, preamble or text of this Agreement, and such article, schedule, appendix, recital, preamble or text shall be deemed an integral part of this Agreement;
- 1.2.2 The headings and titles herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement in any way;

- 1.2.3 When used herein, the word “including” shall be deemed to be followed by “but not limited to”;
- 1.2.4 Laws defined or mentioned in this Agreement or any agreement or document mentioned herein refer to such Laws as may be amended, revised or supplemented from time to time, including subsequent Laws replacing the original ones;
- 1.2.5 Any reference to any agreement, instrument or other document herein shall mean such agreement, instrument or other document as may be amended, revised or supplemented from time to time;
- 1.2.6 Any reference to any Person shall also include its permitted assigns and successors; any reference to a company shall include any of its branches; and
- 1.2.7 When used herein, “hereof”, “herein”, “hereunder” and other words of similar meaning shall refer to the whole Agreement, instead of any provision of this Agreement.

## **Article 2          Transaction Arrangement**

### **2.1      Share Transfer**

- 2.1.1 Subject to this Agreement, the Transferor agrees to transfer and sell 4.7987% equity in the Target Company (corresponding to registered capital of RMB333,333) (“**Shares**”) held by it to the Purchaser at the Transfer Consideration agreed in Article 3.1 (the “**Transaction**”).
- 2.1.2 The Transferor acknowledges and agrees that the Shares transferred to the Purchaser shall be free from any Encumbrance, that the Purchaser shall obtain all rights, titles and interests in and to the Shares upon Closing, and that the ownership of the Shares and any rights and interests in connection with or arising from such ownership shall be transferred to the Purchaser from the Transferor upon Closing, and vested in the Purchaser thereafter. The Transferor hereby agrees to waive any of its liquidation preference or similar arrangement under the shareholder agreement or similar agreement of the Target Company.
- 2.1.3 The Parties acknowledge and agree that the Transaction is part of the Acquisition Transaction, and therefore (1) the Purchaser intends to purchase all the Shares in whole, and unless the Purchaser otherwise agrees in writing, the Transferor may not transfer the Shares in part. And if the Transferor fails to complete the transfer of the Shares in whole, the Purchaser shall have the right to terminate the Transaction and/or this Agreement; and (2) where other shareholders of the Target Company fail to complete the Remaining Share Transaction, or any share transfer transaction under the Remaining Share Transaction is terminated, the Purchaser shall have the right to terminate the Transaction and/or this Agreement. For the avoidance of doubt, the foregoing shall not prejudice other rights of the Purchaser hereunder.

### **2.2      Anti-monopoly Notification**

Upon execution of this Agreement and the Remaining Share Transaction Documents, the Purchaser will file a notification of concentration of undertakings with the competent

Governmental Authority with respect to the Acquisition Transaction (the “**Anti-monopoly Notification**”), the Transferor shall provide necessary support for the Anti-monopoly Notification, including but not limited to provision of information and materials relating to the Transferor required by the competent Governmental Authority and signing necessary documents, within the reasonable time limit required by the Purchaser, after the execution of this Agreement.

### **Article 3            Payment of Transfer Consideration**

#### **3.1    Transfer Consideration**

- 3.1.1        It is agreed that, subject to the terms and conditions agreed herein, the transfer price for the Shares will be RMB33,590,923 (“**Transfer Consideration**”). The Purchaser shall pay the Transfer Consideration to the Transferor in accordance with Article 3.2 hereof.
- 3.1.2        For the avoidance of doubt, the Transfer Consideration shall be a Tax-inclusive price (inclusive of the income Tax, stamp duty, etc. payable by the Transferor for the Transaction), that is, except the stamp duty payable by the Purchaser for the Transaction, the Purchaser will not bear any additional Taxes for the Transaction.
- 3.1.3        The Parties acknowledge that, where the Target Company converts capital reserves of the Target Company to increase its registered capital before the Closing, the Purchaser will still acquire the equity of the same proportion in the Target Company after the Closing, with the capital contribution amount corresponding thereto increasing to the same extent, provided that the amount of the Transfer Consideration due to the Transferor shall remain the same.

#### **3.2    Payment of Transfer Consideration**

- 3.2.1        The Purchaser shall pay the Transfer Consideration to the bank account designated in the payment notice issued by the Transferor under Article 4.1.12, on the Closing Date. The Transferor agrees and acknowledges that the Transaction is part of the Purchaser’s acquisition of the 100% equity in the Target Company, and as the Remaining Share Transaction involves payment to overseas transferors, it shall not be deemed as a breach by the Purchaser under the Transaction Documents and the Remaining Share Transaction Documents, if, due to foreign exchange regulatory requirements, the Purchaser makes such payment beyond the payment period set forth in the Remaining Share Transaction Documents or is unable to make such payment, in which case, the Parties shall negotiate a resolution amicably.
- 3.2.2        The Transferor shall make written confirmation to the Purchaser on the date when it receives the Transfer Consideration from the Purchaser.

#### **3.3    Withholding of Taxes**

The Transferor shall solely declare and pay any Taxes and charges payable by it in connection with the Transaction under the applicable Laws, and shall truly, accurately and completely submit and fill in materials and information for Tax return in connection with the Transaction (including but not limited to the investment cost) in accordance with the provisions of applicable Laws and requirements of competent PRC Tax authority.

4.1 Conditions Precedent to Payment

The Purchaser's obligation to pay the Transfer Consideration shall be subject to the satisfaction of the following conditions to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion):

- 4.1.1 Anti-monopoly Notification. The competent anti-monopoly Governmental Authority has approved the Anti-monopoly Notification for the Acquisition Transaction unconditionally or conditionally.
- 4.1.2 Execution of Transaction Documents. The Transaction Documents and the Remaining Share Transaction Documents have been duly executed and delivered to the Purchaser, which remain valid at the Closing Date.
- 4.1.3 Representations, Warranties and Undertakings. The representations and warranties of the Transferor herein (including but not limited to those in Article 6 and Schedule D-1) shall be authentic and accurate when made and as of the Closing Date (with the same force and effect as if made on that date). The undertakings and covenants to be performed by the Transferor and its nominee (if any) on or before the Closing Date as provided hereunder shall have all been performed.
- 4.1.4 No Suit or Action. There is no existing or threatened Action brought by any Governmental Authority or any other Person against any party to the Transaction Documents and the Remaining Share Transaction Documents, which may restrict, impede or prohibit the transactions under the Transaction Documents and the Remaining Share Transaction Documents or cause Material Adverse Effect on the conditions for the transactions under the Transaction Documents.
- 4.1.5 No Specific Government Order. No Governmental Authority has enacted, promulgated, administered or adopted any Laws or Government Order which will render the transactions contemplated under the Transaction Documents and the Remaining Share Transaction Documents illegal or otherwise restrict or prohibit such transactions.
- 4.1.6 No Material Adverse Effect. There is no change or event which has Material Adverse Effect on the Group Companies or their business, finance, assets, Liabilities, prospects or operation status, or other event or fact that will cause or can be reasonably expected to cause any Material Adverse Effect.
- 4.1.7 External Approval, Waiver and Notice. All consents, approvals, waivers and notices (if any) required for the Parties' execution and delivery of the Transaction Documents and the Remaining Share Transaction Documents and completion of the transactions under the Transaction Documents and the Remaining Share Transaction Documents have been obtained or completed, and remain in full force and effect.
- 4.1.8 Internal Approval. The shareholders' meeting and the board of directors of the Target Company have adopted written resolution/decision to: (i) approve the execution and performance of the Transaction Documents and the Remaining Share Transaction Documents, and all shareholders have waived their right of first refusal, liquidation

preference, co-sale right, veto right and any other rights which may affect the Acquisition Transaction, (ii) adopt a new articles of association of the Target Company to the satisfaction of the Purchaser, and (iii) remove the current legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company except that the Founder CHEN Wei will continue serving as a director of the Target Company (collectively the “**Resigned Personnel Filed with AIC**”) and elect new legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company appointed by the Purchaser (collectively the “**New Personnel Filed with AIC**”), and (iv) approve cancellation of options and termination of all employee incentive plans.

- 4.1.9 Internal Approval of Transferor. The Transferor has duly adopted and submitted to the Purchaser written resolutions of the internal decision-making organ approving the execution and performance of the Transaction Documents.
- 4.1.10 Completion of Change Registration and Filing with Governmental Authority. The Target Company has completed the change registration and filing with the Administration for Market Regulation, the Commerce Department and foreign exchange administration or its authorized banks with respect to the transfer of equity in the Target Company under the Transaction Documents and the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership) , Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)), and the Target Company has provided the corresponding supporting documents (including but not limited to the updated business license and foreign exchange business registration certificate, etc.) to the Purchaser, including: (i) registering the Purchaser as shareholder and owner of relevant equity in the Target Company, (ii) completing the filing with the Administration for Market Regulation with respect to the resignation of the Resigned Personnel Filed with AIC and the appointment of the New Personnel Filed with AIC; (iii) the new articles of association of the Target Company has been filed with the Administration for Market Regulation; (iv) the Target Company has submitted a foreign investment information report to the Commerce Department with respect to such transactions; and (v) the Target Company has completed the change registration for foreign exchange basic information through a bank authorized by the foreign exchange administration and obtained the foreign exchange business registration certificate, with respect to such transactions.
- 4.1.11 Completion of Payment of Individual Income Tax and Stamp Duty. All individual shareholders of the Target Company (i.e. CHEN Wei, XIN Yihua, WANG Jiang, CHANG Xiaojun, SHEN Yanjie) have completed the declaration and made full payment of the individual income Tax and the stamp duty with and to the competent PRC Tax authority with respect to the full Transfer Consideration for transfer of their respective equity in the Target Company, and the Purchaser has received the photocopies of the corresponding supporting materials on Tax payment (including but not limited to the Tax return, certificate of Tax payment and bank transfer slip).

- 4.1.12 Payment Notice. The Transferor has given a payment notice to the Purchaser stating the information of the beneficiary account and the amount of the Transfer Consideration.
- 4.1.13 Remaining Share Transaction. The payment conditions agreed under the Remaining Share Transaction Documents have all been satisfied or waived in writing by the Purchaser.
- 4.1.14 Closing Certificate. The Transferor has submitted a certificate on the satisfaction of the Closing conditions in form and substance set forth in Schedule F to the Purchaser certifying that all conditions precedent to payment in this Article 4.1 have been satisfied.

The Transferor shall make its best reasonable efforts to procure the satisfaction of such conditions precedent to the Transfer Consideration as soon as possible after the execution of this Agreement. Of which: after the satisfaction of all conditions precedent to the Transfer Consideration other than those set forth in Article 4.1.10 (except for those waived under Article 4.1 or to be satisfied at the Closing by their nature), the Target Company and the Transferor shall complete the conditions precedent to payment set forth in Article 4.1.10 as soon as possible, and the Purchaser shall cooperate in providing and signing all required documents and information.

## **Article 5 Closing**

### **5.1 Closing**

Subject to all terms and conditions hereof, the Closing of the Transaction shall occur concurrently with the closing of the Remaining Share Transaction (excluding the transaction between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) concerning transfer of equity in the Target Company held by them), within twenty (20) business days from the date when all conditions precedent set forth in Article 4.1 are satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement, which shall be satisfied on such date) (and for the avoidance of doubt, any extension of the said period due to regulatory requirements of the bank or the Governmental Authority shall not be deemed as a breach by the Purchaser, in which case the Parties shall negotiate a solution amicably).

The Parties confirm that from the Closing Date, the Purchaser will have the legal, valid, absolute and exclusive ownership of all the Shares in the Target Company held by it, free from any Encumbrance.

## **Article 6 Representations and Warranties of the Transferor**

- 6.1** In order to procure and as condition to the Purchaser's execution of this Agreement, the Transferor hereby makes all representations and warranties set forth in Schedule D-1 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the Closing Date.

6.2 Any representations and warranties made and submitted by the Transferor under and in accordance with this Agreement shall survive the Closing.

## **Article 7 Representations and Warranties of the Purchaser**

In order to procure and as condition to the other Parties' execution of this Agreement, the Purchaser hereby makes all representations and warranties set forth in Schedule D-2 to the other Parties and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, on the Signing Date of this Agreement and the Closing Date.

## **Article 8 Special Provisions**

### **8.1 Non-solicitation or No Negotiation**

From the Signing Date to the Closing:

8.1.1 Without prior written consent of the Purchaser, the Transferor shall not, and shall procure any of its Affiliates, officers, directors, representatives or agents not to:

- (a) solicit, initiate, consider, encourage or accept any proposal or offer made by any Person on: (A) any investment in any of the Group Companies (whether by equity or debt); (B) purchase or otherwise acquisition of equity, assets or business of any of the Group Companies in whole or in part; (C) merger, consolidation or other form of business amalgamation with or into any of the Group Companies or its business; or (D) recapitalization, asset reorganization, restructuring, or other transactions not in the normal course of business, which involves or otherwise relates to any of the Group Companies; or
- (b) enter into any agreement, memorandum, letter of intent or similar legal instruments, participate in any discussion, talk, negotiation or other form of communication, or provide other Persons with information, or in any way cooperate, assist or participate in, facilitate or encourage any other Person to make any effort or attempt, in each case, with respect to any of the matters stated above.

8.1.2 Unless otherwise agreed by the Purchaser in writing, the Transferor and/or any of its Affiliates, officers, directors, representatives or agents shall immediately cease or procuring the termination of all existing discussions, talks, negotiations and other forms of communication with any other Persons to date with respect to transactions identical, close or similar to those contemplated hereunder. If any Person makes any proposal or offer for transactions identical, close or similar to those contemplated hereunder, or any attempt or other contact for the foregoing, the Transferor shall immediately notify the Purchaser, with reasonable details on the identity of the Person making such proposal, offer, attempt or contact, and the terms and conditions thereof.

### **8.2 Use of Name**

Regardless of whether the Purchaser or the Transferor then holds any equity in the Group Companies directly or indirectly, without prior written consent of either the Purchaser or the Transferor, the other Party shall not, and shall procure its Affiliates not to: (i) use, publish or



reproduce the name of the other Party or any of its Affiliates, or any similar company name, trade name, trademark, product or service name, domain name, pattern, mark, logo, label or particular description that enables third parties to identify the other Party or any of its Affiliates, for any of its marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Group Companies or any of its controlled Affiliates have been endorsed or supported by the other Party or any of its Affiliates, except for compliance with requirements of the securities laws and regulations of the PRC and relevant governments and the stock exchanges as well as the financial regulators in Hong Kong or the United States.

### 8.3 Confidentiality

#### 8.3.1 Confidential Information

- (a) The Parties shall keep confidential the fact that the Parties enter into the Transaction Documents, the terms of Transaction Documents, and Trade Secret or proprietary information relating to the equity and business of the Group Companies (“**Confidential Information**”), and shall not disclose such information to any third party. The Transferor understands that the Confidential Information is extremely important to the Purchaser after the completion of the Closing, and any disclosure of such Confidential Information may directly or indirectly benefit the Competitors of the Purchaser, and prejudice the interest of the Purchaser. Therefore, the Transferor agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (b) The Purchaser agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (c) Such restriction shall not apply to any information which: (i) is already known to the public at the time of disclosure, and enters the public domain other than as a result of breach of this Agreement by the information receiving Party; (ii) is disclosed with prior written consent of the other Party; (iii) is disclosed by a Party to its Affiliates, directors, officers, employees, accountants, consultants, representatives and agents who have agreed to perform the duty of confidentiality, for the purpose of performing the transactions contemplated under the Transaction Documents; (iv) is legally obtained by the receiving Party from any third party subsequently; or (v) is disclosed by a Party according to the requirements of any Governmental Authority or regulator having jurisdiction over it (including but not limited to the stock exchanges as well as the financial regulators in Hong Kong or the United States). For the avoidance of doubt, the Purchaser may make appropriate disclosure by filing a Form 6-K with the U.S. Securities and Exchange Commission, publishing an announcement on the website of The Stock Exchange of Hong Kong Limited, and in its annual report, interim report, results announcement or similar documents, and attach this Agreement as an appendix to its annual report.

Without prior written consent of the Purchaser, the Transferor may not publish any press release, announcement or otherwise make public disclosure of, the Transaction.

#### 8.4 Waiver and Exemption

The Transferor hereby acknowledges and agrees that it (acting on its own behalf and on behalf of its Affiliates) will waive any of its claims and Actions as shareholder of the Target Company against all Group Companies that have accrued as of the Closing or based on the facts prior to the Closing, if the Closing takes place. For the avoidance of doubt, this Article shall not apply to the claims and Actions of the Transferor against the Group Companies arising from the business cooperation in the purchase and sale of products between the Transferor and the Group Companies.

### Article 9 Breach of Contract and Indemnification

#### 9.1 Liabilities for Breach of Contract

9.1.1 The Transferor shall indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee, so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any damages, losses, claims, suits, demands for payment, judgments, settlements, Taxes, interest, costs and expenses (including but not limited to the fees and reimbursements paid to attorneys and consultants, or compensation and indemnity paid by it to any third party (including its Affiliates, directors and employees), including the part of losses incurred by the Group Companies that is borne directly or indirectly by the Purchaser) ("**Losses**") suffered, sustained or incurred by the Purchaser and/or (if the Closing takes place) the Group Companies (be it a third party claim, claim between the Parties hereto or any other claim) against the foregoing or its or their Affiliates, directors, partners, shareholders, employees, agents and representatives ("**Purchaser's Indemnitees**") directly or indirectly arising out of or in connection with:

- (a) Breach of any of its representations, statements or warranties under the Transaction Documents by the Transferor; and
- (b) Breach of any of its undertakings or obligations under the Transaction Documents by the Transferor.

In particular, if the Acquisition Transaction is terminated due to the Transferor's breach of any of its representations, statements or warranties, or undertakings or obligations under the Transaction Documents, the Transferor shall bear all Taxes, costs and expenses arising from the Acquisition Transaction.

9.1.2 Subject to Articles 3.2.1 and 5.1 hereof, where the Purchaser fails to pay the Transfer Consideration to the Transferor when due, then for each day in delay, the Purchaser shall pay the Transferor liquidated damages at 0.05% of the amount of the unpaid Transfer Consideration, and if such payment is overdue for more than sixty (60)

business days, then in the absence of breach of contract by the Transferor, the Transferor shall have the right to unilaterally terminate this Agreement.

- 9.1.3 It is agreed that if the Purchaser's Indemnitees have incurred Losses set forth in Article 9.1.1, then unless otherwise agreed herein, the Purchaser and/or its Affiliates shall have the right to directly deduct the amount of compensation and indemnity payable by the Transferor to the Purchaser's Indemnitees from the corresponding payment or other amounts payable to the Transferor by the Purchaser and/or its Affiliates.
- 9.1.4 The Transferor shall not claim on any ground and in any way any right or recovery against the Group Companies with respect to any compensation or indemnity made by it to the Purchaser's Indemnitees under the Transaction Documents, and shall unconditionally and irrevocably waive any of its recourses or claims as shareholder of the Target Company against the Group Companies (for the avoidance of doubt, this Article shall not apply to the recourses or claims of the Transferor against the Group Companies arising from the business cooperation in the purchase and sale of products between the Transferor and the Group Companies).
- 9.1.5 For the avoidance of doubt, all remedies provided hereunder are not mutually exclusive and, therefore, can be applied concurrently. The exercise of remedies provided hereunder shall not preclude any other rights or remedies available to the Parties under the Laws or other documents.

#### **Article 10 Termination**

**10.1** Under any of the following circumstances, this Agreement may be terminated prior to the Closing:

- 10.1.1 The Parties unanimously agree in writing to terminate this Agreement;
- 10.1.2 Either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if any Governmental Authority promulgates any Laws, issues any order, decree or ruling or takes any other legal actions to restrict, stop or otherwise prohibit the transactions under the Transaction Documents, or render it illegal or impossible to consummate the transaction under the Transaction Documents, and such order, decree or ruling or other legal actions are final, unactionable, unappealable and not eligible for application for reconsideration;
- 10.1.3 Unless otherwise agreed by the Parties, to the extent that the Transferor and the Group Companies provide information and materials required for the Anti-monopoly Notification to the Purchaser in accordance with Article 2.2, the Purchaser may terminate this Agreement by giving a written notice to the other Parties, if the competent Governmental Authority does not make a review decision of unconditional approval or conditional approval of the Anti-monopoly Notification for the Acquisition Transaction within 420 days (or 510 days, if the competent Governmental Authority raises any competition concern in the review of the Anti-monopoly Notification) from the execution of this Agreement; and
- 10.1.4 The Purchaser may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:

- (a) any of the representations and warranties of the Transferor set forth in any Transaction Document is inauthentic, inaccurate, misleading or has omission;
- (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
- (c) the Transferor materially breaches the covenants, undertakings or obligations under any Transaction Document, which has not been cured within twenty (20) days after the Purchaser gives a written demand to do so; or
- (d) within 600 days after the Signing Date, the conditions precedent to the payment of the Transfer Consideration set forth in Article 4.1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement). For the avoidance of doubt, the Purchaser shall not terminate this Agreement in accordance with this Article if the failure of satisfaction of such conditions precedent to the payment of the Transfer Consideration within the agreed time limit is due to reasons of the Purchaser or its Affiliates.

**10.2** The Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, where the Remaining Share Transaction is not completed due to reasons of the other shareholders of the Target Company, or any share transfer transaction in the Remaining Share Transaction is terminated,.

**10.3** For the avoidance of doubt, the right to early terminate this Agreement of the Purchaser as stated above shall be in addition to any other remedies available to it, and such termination shall neither exempt any obligation of the other Parties accrued up to the date of termination of this Agreement, nor exempt the other Parties' liability for compensating for the losses of the non-breaching Party arising from their breach of this Agreement or other Transaction Document.

**10.4 Effect of Termination of Agreement**

It is agreed that the date when the Purchaser and/or other Parties give a notice of termination of this Agreement in accordance with Article 10.1.2, 10.1.3 or 10.1.4 or when the Parties mutually agree to terminate this Agreement in writing in accordance with Article 10.1.1, shall be the date of termination of this Agreement, and:

- 10.4.1 the Purchaser is not required to pay any outstanding amount to the Transferor from the date of termination of this Agreement;
- 10.4.2 all costs, expenses and Taxes arising from the transactions hereunder shall be severally or jointly borne by the Party at fault for the termination in accordance with Article 10.1, or to the extent that no Party is at fault, be borne equally by the Transferor on one part and the Purchaser on the other part with respect to the corresponding Taxes (if any) and by the Parties respectively with respect to the corresponding costs and expenses; and
- 10.4.3 After this Agreement is terminated in accordance with Article 10.1, all rights and obligations of the Parties hereto under this Agreement shall terminate, and the Parties hereto shall refund such consideration or surrender such equity (if applicable) as

obtained from the other Party hereunder within thirty (30) business days after the termination of this Agreement on the principles of fairness, reasonableness and good faith, having them reinstated to the state at the time of the execution of this Agreement (and for the avoidance of doubt, only with respect to the surrender of equity, such period shall mean the period for the completion of filing a registration change request for equity transfer, provided, however, that failure to make such filing within such period shall not be deemed as a breach if it is caused by refusal of cooperation by the existing shareholders or approval of the Governmental Authority). A Party shall have no claim against the other Parties under this Agreement or for the termination of this Agreement, other than the liabilities under Article 9 (Breach of Contract and Indemnification), Article 1 (Definitions and Interpretation), Article 8.2 (Use of Name), Article 8.3 (Confidentiality), Article 10.4 (Effect of Termination of Agreement) and Article 12 (Miscellaneous) shall survive the termination of this Agreement.

#### **Article 11 Force Majeure**

- 11.1** A Party hereto shall not be liable for its non-performance or partial performance of this Agreement directly caused by earthquake, typhoon, flood, fire, epidemic, war, riot, hostility, public unrest, strike and any other force majeure event that is unpredictable, unpreventable and inevitable to or by the affected Party (“**Force Majeure**”), provided that, such affected Party shall immediately give a written notice to the other Parties by fax or personal delivery without delay, and shall provide the other Parties with details of the Force Majeure event, explaining the reasons for its non-performance, partial performance or delay in performance, within fifteen days upon the said written notice.
- 11.2** Where the Party claiming Force Majeure fails to notify the other Parties and provide appropriate proof as stated above, such Party shall not be exempted from the liability for its failure to perform the obligations hereunder. The affected Party shall make reasonable efforts to mitigate the consequences of such Force Majeure, and resume performance of all relevant obligations as soon as possible after the termination of such Force Majeure. The affected Party shall be liable to other Parties for its failure to resume performance of relevant obligations after the disappearance of the reason for temporary exemption of such obligations due to Force Majeure.
- 11.3** In case of any Force Majeure, the Parties shall immediately discuss with each other to reach a fair solution, and make every reasonable effort to mitigate the consequence of such Force Majeure as much as possible.

#### **Article 12 Miscellaneous**

##### **12.1 Short-form Agreement**

It is agreed that, for the convenience of completing governmental procedures relating to the transactions contemplated under the Transaction Documents, the Parties shall negotiate in good faith and enter into any other separate contract, agreement or document in connection with matters hereunder (including but not limited to the short-form share transfer agreement and other documents to be entered into in accordance with the requirements of the Administration for Market Regulation, the foreign exchange administration and the competent Tax authority), provided that in case of any conflict or inconsistency between such contract, agreement or document and this Agreement, this Agreement shall prevail.

## 12.2 Taxes and Fees

The Parties hereto shall respectively bear any Taxes and charges to be payable by them in connection with the transaction hereunder under the applicable Laws.

## 12.3 Notice

12.3.1 All notices and other communications required or given hereunder shall be sent to the address of the Party concerned set forth in Schedule E by personal delivery, registered mail, postage prepaid, commercial courier service, or email. Such notices shall be deemed validly served: (i) on the date of dispatch or rejection, if sent by personal delivery, courier service, or registered mail, postage prepaid and addressed to the address for notice, and (ii) when such email arrives in the email system of the attention, if sent by email.

12.3.2 Any change by a Party (“**Changing Party**”) to the said correspondence address or notification method shall be notified by the Changing Party to the other Parties within seven (7) days upon such change. If the Changing Party fails to make timely notice as agreed, the Changing Party shall bear any losses caused thereby.

## 12.4 Entire Agreement

This Agreement, other Transaction Documents and their schedules shall constitute the entire agreement between the Parties with respect to the Transaction, and supersede any previous agreement, memorandum of understanding, representation or other obligation entered into by the Parties for the Transaction (whether in writing or orally, including all kinds of communication), and this Agreement (including its amendments or modifications, and other Transaction Documents) contains the only and entire agreement among the Parties with respect to the matters hereunder.

## 12.5 Severability

If, under any Laws or public policy, any term or other provision hereof is held invalid, illegal or unenforceable, then as long as the economic or legal substance of the transaction contemplated hereunder is not materially adverse in any way to any Party, all other terms and provisions hereof shall remain in full force and effect. Where any term or other provision is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to amend this Agreement in an acceptable manner as close as possible to the original intent of the Parties, so as to complete the transaction contemplated hereunder as originally planned to the maximum extent.

## 12.6 Waiver

Either Party hereto may: (i) extend the time for any other Party to perform any obligation or take any action, (ii) waive to hold any other Party liable for any inaccuracy of any representation or warranty made herein or in any other Transaction Document, or (iii) waive to demand any other Party to comply with any agreement or required condition contained herein. No such extension or waiver shall be effective until the Party bound thereby signs a written document on such extension or waiver. No waiver of a Party of any breach of any provision of this Agreement shall operate as or be construed as a further waiver of such breach or a continuing waiver, or a waiver of any other breach or subsequent breach. Unless otherwise

provided herein, failure or delay of any Party to exercise any right, power or remedy hereunder or otherwise available under the Laws and regulations shall not operate as a waiver of such right, power or remedy. And single or partial exercise of such right, power or remedy by such Party shall not preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

#### **12.7 Assignment and Succession**

This Agreement shall be inure to the benefits of the successors and assigns of the Parties, who may have the rights and obligations hereunder. The Purchaser may transfer or assign its rights, interests and obligations hereunder and under other Transaction Documents to any of its Affiliates, or with consent of the Transfer, to other third party. Without prior written consent of the Purchaser, none of the other Parties may transfer or assign any of their rights or obligations hereunder. From the Signing Date hereof, without prior written consent of the Purchaser, the Transferor shall not transfer the Shares in whole or in part to any third party.

#### **12.8 Effectiveness**

This Agreement shall take effect as of the date first written above and be binding upon the Parties after due execution by the Parties (that is, signed by hand for natural person, and affixed with common seal for enterprise legal person or other non-natural person).

#### **12.9 Schedules**

The schedules of this Agreement shall be integral parts of this Agreement and mutually supplementary to and shall have the same legal force as the body of this Agreement. In case of any conflict between a Schedule hereto and this Agreement, the body of this Agreement shall prevail and make amendment accordingly.

#### **12.10 Amendment**

This Agreement may be amended or changed by mutual agreement of the Parties hereto. Any amendment or change must be made in writing and become effective upon execution by the Parties.

#### **12.11 Governing Laws and Dispute Resolution**

12.11.1 Governing Laws. The formation, validity, interpretation and performance of this Agreement and the resolution of dispute arising out of this Agreement shall be governed by and interpreted in accordance with the PRC Laws.

12.11.2 Dispute Resolution. Any dispute arising out of or in connection with the performance of this Agreement shall be resolved by Parties through amicable negotiation. Where any dispute fails to be resolved through negotiation within two (2) months as of the occurrence of the dispute, either Party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) to be arbitrated in Beijing, in accordance with the arbitration rules of CIETAC then in force for arbitration. The arbitration tribunal shall consist of three (3) arbitrators appointed according to the arbitration rules, and the claimant and the respondent shall each appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly selected by the Parties or appointed by the chairman of the CIETAC under joint entrustment by the Parties.

The arbitration language shall be Chinese. The arbitration award shall be final and binding upon the Parties. The arbitration costs shall be borne by the defeated Party.

12.11.3 Continuing Performance. Pending dispute resolution, the Parties shall continue owning their respective other rights hereunder and shall continue performing their respective obligations hereunder.

#### **12.12 Language and Counterpart**

This Agreement shall be written in Chinese. This Agreement may be made in several counterparts, each of which shall have the same legal effect.

#### **12.13 No Third Party Beneficiary**

This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns only. Notwithstanding the foregoing, the Purchaser's Indemnitees shall have the right to enforce this Agreement directly as if they were a Party hereto.

(The remainder of this page is intentionally left blank.)



In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)**  
/s/ Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei  
Name: CHEN Wei  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Nature Home (China) Co., Ltd.** (Common Seal)

/s/ Nature Home (China) Co., Ltd. (Common Seal)

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By: /s/ SHE Xuebin

Name: SHE Xuebin

Title: Chairman

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)**  
/s/ Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)

By: /s/ PENG Yongdong  
Name: PENG Yongdong  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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### Schedule of Material Differences

The following parties in this schedule executed the share purchase agreement using this form. The material differences are set forth below.

No.	Transferor	Shareholding	Transfer Consideration (RMB)
1.	Nature Home (China) Co., Ltd.	4.7987%	33,590,923
2.	Shunwei Ventures II (Hong Kong) Limited	17.7019%	119,072,217
3.	Shanghai Jinglin Jinghui Equity Investment Center (Limited Partnership)	4.7775%	100,559,369
4.	Beijing Jiangyu Zongheng Asset Management Center (Limited Partnership)	0.4777%	10,055,391
5.	Beijing Jiangyu Bianjie Management Consulting Center (Limited Partnership)	0.2048%	4,309,843
6.	Xinjiang Sharing Chuangying Venture Capital Partnership (Limited Partnership)	0.7024%	14,784,586
7.	Guangdong Tiandi Win-Win Investment Management Co., Limited	0.6626%	13,947,398
8.	Shanghai Hongxi Investment Partnership (Limited Partnership)	0.6825%	14,365,235
9.	Ningbo Meishan Bonded Port GOME Xinshengda Venture Capital Partnership (Limited Partnership)	18.1000%	454,928,734

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**SHARE PURCHASE AGREEMENT**  
ON  
**KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.**

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**October 10, 2023**

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## Share Purchase Agreement

This Share Purchase Agreement (this “**Agreement**”) is made and entered into on October 10, 2023 (the “**Signing Date**”) in Beijing, the PRC (as defined below) by and among:

- A. **Kongjian Zhihui Decoration (Beijing) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91110102562106843T and having its registered address at #901-96 (Cluster Registration), 9/F, Building No. 17, Courtyard No. 30, Shixing Avenue, Shijingshan District, Beijing (“**Target Company**”);
- B. **SHEN Yanjie**, a PRC citizen with ID Card number being \*\*\*\*\* (“**Transferor**”); and
- C. **Beike Meijia Technology (Zhejiang) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91330100MAC41WCQ4C and having its registered address at Room 2118, 21/F, Chenrong Building, 988 Shangtang Road, Gongshu District, Hangzhou, Zhejiang Province (“**Purchaser**”),

which shall be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS,

1. The Group Companies (as defined below) mainly engage in the business of home renovation and furnishing; as of the Signing Date of this Agreement, the registered capital of the Target Company is RMB6,946,314, of which, the paid-in capital is RMB6,630,257, and the shareholding structure of the Target Company is set forth in Schedule C. The Transferor holds 1.4396% equity in the Target Company (corresponding to registered capital of RMB100,000 of the Target Company);
2. The Purchaser proposes to acquire 100% equity in the Target Company held by the existing shareholders of the Target Company (the “**Acquisition Transaction**”), and the Transaction (as defined below) is part of the Acquisition Transaction. The Transferor proposes to sell to the Purchaser and the Purchaser is willing to accept the transfer of 1.4396% equity in the Target Company (corresponding to registered capital of RMB100,000) directly held by the Transferor free from any encumbrance in accordance with the terms and conditions of this Agreement.
3. Concurrently with the execution of this Agreement, shareholders of the Target Company other than the Transferor will enter into the transaction documents relating to transactions where such shareholders transfer all their equity in the Target Company to the Purchaser (the “**Remaining Share Transaction**”) (including but not limited to a share transfer agreement and other documents required in such agreement; collectively, the “**Remaining Share Transaction Documents**”) with the Purchaser and relevant parties, which shall specify that the Purchaser will purchase the equity in the Target Company held by relevant shareholders.

THEREFORE, it is agreed that:

## Article 1 Definitions and Interpretation

### 1.1 Definitions of Certain Terms

Unless the context otherwise requires, the following terms, when used herein, shall have the meanings ascribed to them below:

“**Laws**” refer to the national, federal, supranational, international, state, provincial, local or similar statutes, laws, decrees, ordinances, rules, codes, guidelines, orders, directives, guidance, judicial interpretations, administrative regulations, normative documents and the rules governing the issuance and trading of securities on the relevant stock exchanges in or outside the PRC.

“**Liabilities**” refer to all debts, liabilities and obligations, accrued or fixed, absolute or contingent, due or undue, determined or otherwise, including without limitation, those arising under any Law, Action or Government Order and any contract, agreement, covenant or undertaking.

“**Affiliate**” refers to, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; and for the avoidance of doubt, with respect to any individual, the term “**Affiliate**” also includes (i) his spouse, parents, children and their spouses, sibling and their spouses, (ii) his spouse’s parents, sibling and their spouses, (iii) trustee of any trust of which such individual or his immediate family member is a beneficiary or, where the trust is a discretionary trust, a discretionary object, and (iv) any entity or company controlled by the foregoing.

“**business day**” refers to any day other than Saturday, Sunday and other days on which banks in the PRC are required or authorized by Laws to close.

“**contract**” refers to any oral or written contract, agreement, order, purchase order, or other similar document, arrangement or plan.

“**Group Companies**” refer to the Target Company and any Person under its direct or indirect control, including without limitation, the Persons listed in Schedule A.

“**Transaction Documents**” refer to this Agreement and other documents contemplated hereunder or in connection with the transactions contemplated hereunder.

“**control**” refers to, with respect to the relationship between two or more Persons, the power, whether exercised or not, to direct or cause the direction of the business, affairs, management or decision of a Person directly, indirectly or as trustee or executor, whether through ownership of equity, voting rights or voting securities, or as trustee or executor, or by contract, contractual arrangement, trust arrangement or otherwise, including but not limited to (i) direct or indirect ownership of fifty percent (50%) or more issued equity or shares in such Person, (ii) direct or indirect ownership of fifty percent (50%) or more voting rights in such Person, (iii) direct or indirect right to appoint a majority of members of the board of directors or similar management organ of such Person. The terms “controlled” and “under common control with” shall have meanings correlative to the foregoing.

“**Encumbrance**” refers to any mortgage, pledge, lien (including but not limited to the priority of tax claims, right of revocation and subrogation right), lease, license, option, constraint, right of first refusal, preemptive right, debt burden, preferential arrangement, third-party claim or interest, restrictive undertaking, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, yields or on any other right or interest to exercise the ownership), or any form of security interest, or any form of arrangement with a similar effect and subject to third-party rights.

“**Closing**” refers to the Purchaser’s completion of the payment of the Second Tranche of



Transfer Consideration (as defined below) to the Transferor in accordance with this Agreement.

“**Closing Date**” shall be the date on which the Closing takes place.

“**RMB**” refers to Renminbi, the legal tender of the PRC.

“**Commerce Department**” refers to the Ministry of Commerce of the People’s Republic of China and its local counterparts.

“**Trade Secret**” refers to any technical information and business information which is owned by a Person, not known to the public, and capable of bringing economic benefits to such Person, including but not limited to: any confidential information relating to R&D, proprietary information, data (including but not limited to commercial, business, technical and financial data) and database, technology, technical solution, design, specification, lists and resources of customers, suppliers and partners, financial information, pricing and cost information, business and marketing plans and proposals, business activities (including financial information, business policies, etc.), released or unreleased software or hardware products, or marketing or promotional materials (including any extract, summary or other derivative form of such information), regardless of the form in which such information is stored or disseminated.

“**Administration for Market Regulation**” or “**AMR**” refers to the State Administration for Market Regulation of the PRC and its local counterparts.

“**Tax**” refers to any and all taxes, levies, duties and other charges of any kind collected by any Governmental Authority (together with any and all interests, fines, surcharges and additional amounts collected in connection therewith), including but not limited to: taxes levied against income, concession, accidental income or other profit, general receipts, property, sales, use, salary, employment, social security, unemployment compensation or net value; taxes in the nature of excise and use tax, withholding tax, transfer tax, value-added tax or profit tax; and customs duty, taxes and similar charges.

“**Action**” refers to any lawsuit, complaint, petition, appeal, request for arbitration, demand, claim, notice of violation, investigation, settlement ruling or agreement, or any claim, lawsuit, complaint, arbitration, inquiry, proceeding or investigation initiated by or before any Governmental Authority.

“**Indebtedness**” refers to, with respect to any Person, all obligations of such Person to make payments, including but not limited to: (i) repayment of money borrowed or raised, (ii) acceptance credit, documentary letter of credit or commercial paper loan, (iii) any bond, note, loan, bill or similar instrument; (iv) any deferred payment for assets or services purchased, payment due for the performance of contractual obligations, or liquidated damages, (v) rental payment under any lease (be it a lease on land, machinery, equipment or other items) entered into primarily for the purpose of raising funds or financing the purchase of a leased asset, (vi) any guarantee, bond, standby letter of credit or other document issued for the performance of a contract, and (vii) any mortgage, security or other guarantee for financial losses in connection with the obligations of any Person.

“**Governmental Authority**” refers to any national or international organization, or supernational, federal, state, provincial, local or other government, governmental, regulatory or administrative department, authority or commission, or any court, tribunal or judicial or

arbitral institution in or outside the PRC.

“**Government Authorization**” refers to any and all approvals, permits, certificates, registrations, filings and qualifications required from the Governmental Authority for the conduct of business by any of the Group Companies.

“**Government Order**” refers to any order, writ, judgment, injunction, verdict, regulation, decision or ruling made by any Governmental Authority, alone or together with any other Governmental Authority.

“**Material Adverse Effect**” refers to (i) the entry into insolvency, liquidation, winding up or debt restructuring by any of the Group Companies and/or its existing shareholders, or the sale of material assets by the Group Companies, (ii) the loss of any material permits, qualifications or licenses required for any of the Group Companies to carry on its business activities, or (iii) any other circumstance, change or impact involving any of the Group Companies and/or its existing shareholders, which, alone or in aggregate, directly or indirectly: (A) causes or may reasonably expect to cause any material adverse effect on the existence, shareholding structure, business, assets, intellectual property rights, Liabilities (including but not limited to contingent liabilities), financial condition, operating results, business prospects or financial position of any of the Group Companies, or (B) has or may reasonably expect to have any material adverse effect on the qualifications, licenses or capabilities of any of the Group Companies to carry on its current business, or (C) causes or may reasonably expect to cause any material adverse effect on the validity, binding effect and performance of the Transaction Documents.

“**PRC**” refers to the People’s Republic of China” and shall, for the purpose of this Agreement, exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**Person**” refers to any individual, partnership, firm, limited liability company, corporation, association, trust, cooperative organization, Governmental Authority, non-corporate organization, other juridical person, juridical association, unincorporated organization or other legal entity.

“**Organizational Documents**” refers to the articles of association, bylaws, partnership agreement, limited liability company agreement, trust agreement or other incorporation documents of any Person.

## **1.2 Interpretation and Rules of Construction**

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to article, schedule, appendix, recital, preamble or text herein shall mean the article, schedule, appendix, recital, preamble or text of this Agreement, and such article, schedule, appendix, recital, preamble or text shall be deemed an integral part of this Agreement;
- 1.2.2 The headings and titles herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement in any way;
- 1.2.3 When used herein, the word “including” shall be deemed to be followed by “but not limited to”;

- 1.2.4 Laws defined or mentioned in this Agreement or any agreement or document mentioned herein refer to such Laws as may be amended, revised or supplemented from time to time, including subsequent Laws replacing the original ones;
- 1.2.5 Any reference to any agreement, instrument or other document herein shall mean such agreement, instrument or other document as may be amended, revised or supplemented from time to time;
- 1.2.6 Any reference to any Person shall also include its permitted assigns and successors; any reference to a company shall include any of its branches; and
- 1.2.7 When used herein, “hereof”, “herein”, “hereunder” and other words of similar meaning shall refer to the whole Agreement, instead of any provision of this Agreement.

## **Article 2      Transaction Arrangement**

### **2.1 Share Transfer**

- 2.1.1 Subject to this Agreement, the Transferor agrees to transfer and sell 1.4396% equity in the Target Company (corresponding to registered capital of RMB100,000) (“**Shares**”) held by him to the Purchaser at the Transfer Consideration agreed in Article 3.1 (the “**Transaction**”).
- 2.1.2 The Transferor acknowledges and agrees that the Shares transferred to the Purchaser shall be free from any Encumbrance, that the Purchaser shall obtain all rights, titles and interests in and to the Shares upon Closing, and that the ownership of the Shares and any rights and interests in connection with or arising from such ownership shall be transferred to the Purchaser from the Transferor upon Closing, and vested in the Purchaser thereafter. The Transferor hereby agrees to waive any of its liquidation preference or similar arrangement under the shareholder agreement or similar agreement of the Target Company.
- 2.1.3 The Parties acknowledge and agree that the Transaction is part of the Acquisition Transaction, and therefore (1) the Purchaser intends to purchase all the Shares in whole, and unless the Purchaser otherwise agrees in writing, the Transferor may not transfer the Shares in part. And if the Transferor fails to complete the transfer of the Shares in whole, the Purchaser shall have the right to terminate the Transaction and/or this Agreement; and (2) where other shareholders of the Target Company fail to complete the Remaining Share Transaction, or any share transfer transaction under the Remaining Share Transaction is terminated, the Purchaser shall have the right to terminate the Transaction and/or this Agreement. For the avoidance of doubt, the foregoing shall not prejudice the rights of the Purchaser under the articles of this Agreement that survive the termination of this Agreement as agreed in Article 10.4.3 hereof.

### **2.2 Anti-monopoly Notification**

Upon execution of this Agreement and the Remaining Share Transaction Documents, the Purchaser will file a notification of concentration of undertakings with the competent Governmental Authority with respect to the Acquisition Transaction (the “**Anti-monopoly**”

**Notification**”), the Transferor shall provide necessary support for the Anti-monopoly Notification, including but not limited to provision of information and materials relating to the Transferor required by the competent Governmental Authority and signing necessary documents, within the reasonable time limit required by the Purchaser, after the execution of this Agreement.

### **Article 3            Payment of Transfer Consideration**

#### **3.1    Transfer Consideration**

- 3.1.1        It is agreed that, subject to the terms and conditions agreed herein, the transfer price for the Shares will be RMB23,033,799 (“**Transfer Consideration**”). The Purchaser shall pay the Transfer Consideration to the Transferor in accordance with Article 3.3 hereof.
- 3.1.2        For the avoidance of doubt, the Transfer Consideration shall be a Tax-inclusive price (inclusive of the income Tax, stamp duty, etc. payable by the Transferor for the Transaction), that is, except the stamp duty payable by the Purchaser for the Transaction, the Purchaser will not bear any additional Taxes for the Transaction.
- 3.1.3        The Parties acknowledge that, where the Target Company converts capital reserves of the Target Company to increase its registered capital before the Closing, the Purchaser will still acquire the equity of the same proportion in the Target Company after the Closing, with the capital contribution amount corresponding thereto increasing to the same extent, provided that the amount of the Transfer Consideration due to the Transferor shall remain the same.

#### **3.2    Two-to-sign Account**

- 3.2.1        Within five (5) business days upon satisfaction or no satisfaction but waiver in writing by the Purchaser of all conditions precedent set forth in Article 4.1 hereof, the Transferor shall open a special RMB two-to-sign account (“**Two-to-sign Account**”) in his own name with a domestic bank designated by the Purchaser. Upon opening of the Two-to-sign Account, the Transferor shall receive the First Tranche of Transfer Consideration by his Two-to-sign Account in accordance with Article 3.3.1(a).
- 3.2.2        The Two-to-sign Account shall have two account signatories respectively appointed by the Purchaser and the Transferor, and no amount in the Two-to-sign Account will be released unless both signatories sign for the same in accordance with the terms hereof. For the avoidance of doubt, costs relating to the opening and maintenance of the Two-to-sign Account, including but not limited to the fees, notarization fee, transfer charge or other charges, etc. (if any) collected by the escrow bank, shall be borne by the Transferor; and the interest and other income generated by the funds in the Two-to-sign Account shall belong to the Purchaser.
- 3.2.3        The Transferor agrees and acknowledges that, with respect to the Two-to-sign Account, from the date of opening of such Two-to-sign Account to the date when the Purchaser cooperates with the Transferor to release the escrow of the Two-to-sign Account, the Purchaser shall have the right to inquire and be informed of the current balance of the Two-to-sign Account from time to time, and the Transferor shall be

obliged to provide reasonably practicable evidence or solution to assure such right of the Purchaser.

- 3.2.4 Except for leaving a seal impression for the purpose of implementation of escrow of the Two-to-sign Account, the relevant Party shall neither enable online bank transfer or the like of and for the Two-to-sign Account, nor hold any payment key or the like of the Two-to-sign Account. All activities relating to the Two-to-sign Account, including but not limited to the change or termination of account, the activation or de-activation of any service, the withdrawal or transfer of any money, the purchase or sale of foreign exchange, stocks, bonds, banking products or other securities, gold or other precious metals, the creation or permitted existence of any security interest over the account, the appointment, addition, removal and/or substitution of any person as an authorized signatory or user of the account, or giving any other instructions to the bank, etc., shall be carried out only with the mutual consent of the Transferor and the Purchaser with respect to the Two-to-sign Account.
- 3.2.5 Where, in any case, the Two-to-sign Account is subject to any Encumbrance due to any judicial attachment or freezing initiated by any third party or otherwise, the Transferor shall take reasonable and effective measures to ensure this will create no impediment to the payment of the First Tranche of Transfer Consideration for the Transaction. In case of any such attachment, freezing or other Encumbrance, which has not been released five (5) business days before the Transfer Consideration shall be released and paid to the bank account designated by the Transferor in accordance with this Agreement, the Transferor shall open a new Two-to-sign Account and deposit funds equivalent to the then balance at the time when the original Two-to-sign Account is attached or frozen into such new Two-to-sign Account, and such new Two-to-sign Account shall also be bound by relevant provisions hereof.
- 3.2.6 Within two (2) business days upon receipt of the First Tranche of Transfer Consideration, the Transferor shall, with respect to his transfer of the Shares held by him, complete filing of Tax return and full payment of all relevant Taxes with and to the competent PRC taxation authority no later than the taxation period stipulated under the PRC Tax Laws and for the total Transfer Consideration, and the Transferor and the Purchaser shall jointly instruct the escrow bank to make full payment of his individual income tax payable for the Transaction to the bank account designated by the competent taxation authority by remittance. Within ten (10) business days upon completion of the Tax filing and payment agreed herein, the Purchaser and the Transferor shall cooperate in completing the release of escrow of the Two-to-sign Account.

### 3.3 Payment of Transfer Consideration

- 3.3.1 The Transfer Consideration shall be paid as follows:
- (a) Within twenty-five (25) business days after all conditions precedent set forth in Article 4.1 hereof are satisfied or not satisfied but waived by the Purchaser, and the Transferor has opened a Two-to-sign Account and given a payment notice to the Purchaser stating information about the Two-to-sign Account and the amount of the First Tranche of Transfer Consideration, the Purchaser shall pay RMB4,606,760 to the Two-to-sign Account opened by the Transferor as the first tranche of the Transfer Consideration (the “**First Tranche of Transfer**”).

**Consideration”)**

- (b) The Purchaser shall pay RMB18,427,039 as the second tranche of the Transfer Consideration (the “**Second Tranche of Transfer Consideration**”) to the bank account designated in the payment notice issued by the Transferor under Article 4.2.9, on the Closing Date.

The Transferor agrees and acknowledges that the Transaction is part of the Purchaser’s acquisition of the 100% equity in the Target Company, and as the Remaining Share Transaction involves payment to overseas transferors, it shall not be deemed as a breach by the Purchaser under the Transaction Documents and the Remaining Share Transaction Documents, if, due to foreign exchange regulatory requirements, the Purchaser makes such payment beyond the payment period set forth in the Remaining Share Transaction Documents or is unable to make such payment, in which case, the Parties shall negotiate a resolution amicably.

- 3.3.2 The Transferor shall make written confirmation to the Purchaser on the date when he receives the Transfer Consideration from the Purchaser.

**3.4 Withholding of Taxes**

- 3.4.1 The Transferor shall solely bear any Taxes and charges payable by him in connection with the Transaction under the applicable Laws, and shall truly, accurately and completely submit and fill in materials and information for Tax return in connection with the Transaction (including but not limited to the investment cost) in accordance with the provisions of applicable Laws and requirements of competent PRC Tax authority.
- 3.4.2 Within two (2) business days upon receipt of the First Tranche of Transfer Consideration paid by the Purchaser, the Transferor shall complete filing of Tax return and full payment of all relevant Taxes (including but not limited to the individual income Tax and the stamp duty, etc.) with and to the competent PRC taxation authority no later than the taxation period stipulated under the PRC Tax Laws and for the aggregate Transfer Consideration for all the Shares involved in the Transaction (including 100% amount of the First Tranche of Transfer Consideration and the Second Tranche of Transfer Consideration). The Transferors agree that the Purchaser shall be entitled to review all the materials for Tax return in connection with the Transaction (including but not limited to tax calculation sheets, supporting materials on historical investment, etc.) to be submitted to the competent PRC taxation authority at any time and propose adjustments thereto, before such materials are submitted to the competent PRC taxation authority.
- 3.4.3 Notwithstanding anything to the contrary herein, where the Transferors fail to perform their obligations to file and pay their individual income Tax and stamp duty in accordance with this Article 3.4, the Purchaser shall be entitled to withhold such Taxes if the Purchaser has obligation to do so under applicable Laws and deems it necessary to do so. Then the Target Company and the Transferors shall cooperate with the Purchaser in performing such withholding obligation, and in providing the documents and information required for the calculation of the payable Taxes and the completion of the withholding formalities.

4.1 Conditions Precedent to the First Tranche Payment

The Purchaser's obligation to pay the Transfer Consideration shall be subject to the satisfaction of the following conditions to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion):

- 4.1.1 Anti-monopoly Notification. The competent anti-monopoly Governmental Authority has approved the Anti-monopoly Notification for the Acquisition Transaction unconditionally or conditionally.
- 4.1.2 Execution of Transaction Documents. The Transaction Documents and the Remaining Share Transaction Documents have been duly executed and delivered to the Purchaser, which remain valid at the First Tranche Payment Date.
- 4.1.3 Representations, Warranties and Undertakings. The representations and warranties of the Transferor herein (including but not limited to those in Article 6 and Schedule D-1) shall be authentic and accurate when made and as of the First Tranche Payment Date (with the same force and effect as if made on that date). The undertakings and covenants to be performed by the Transferor and his nominee (if any) on or before the First Tranche Payment Date as provided hereunder shall have all been performed.
- 4.1.4 No Suit or Action. There is no existing or threatened Action brought by any Governmental Authority or any other Person against any party to the Transaction Documents and the Remaining Share Transaction Documents, which may restrict, impede or prohibit the transactions under the Transaction Documents and the Remaining Share Transaction Documents or cause Material Adverse Effect on the conditions for the transactions under the Transaction Documents.
- 4.1.5 No Specific Government Order. No Governmental Authority has enacted, promulgated, administered or adopted any Laws or Government Order which will render the transactions contemplated under the Transaction Documents and the Remaining Share Transaction Documents illegal or otherwise restrict or prohibit such transactions.
- 4.1.6 No Material Adverse Effect. There is no change or event which has Material Adverse Effect on the Group Companies or their business, finance, assets, Liabilities, prospects or operation status, or other event or fact that will cause or can be reasonably expected to cause any Material Adverse Effect.
- 4.1.7 External Approval, Waiver and Notice. All consents, approvals, waivers and notices (if any) required for the Parties' execution and delivery of the Transaction Documents and the Remaining Share Transaction Documents and completion of the transactions under the Transaction Documents and the Remaining Share Transaction Documents have been obtained or completed, and remain in full force and effect.
- 4.1.8 Internal Approval. The shareholders' meeting and the board of directors of the Target Company have adopted written resolution/decision to: (i) approve the execution and performance of the Transaction Documents and the Remaining Share Transaction Documents, and all shareholders have waived their right of first refusal, liquidation

preference, co-sale right, veto right and any other rights which may affect the Acquisition Transaction, (ii) adopt a new articles of association of the Target Company to the satisfaction of the Purchaser, and (iii) remove the current legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company except that the Founder CHEN Wei will continue serving as a director of the Target Company (collectively the “**Resigned Personnel Filed with AIC**”) and elect new legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company appointed by the Purchaser (collectively the “**New Personnel Filed with AIC**”), and (iv) approve cancellation of options and termination of all employee incentive plans.

- 4.1.9 Preparation of Complete Materials for Change Registration and Filing with Governmental Authority. With respect to the change registration and filing with the Administration for Market Regulation and the Commerce Department required for the transfer of equity in the Target Company under the Transaction Documents and the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)), the Target Company has prepared the complete set of executed and final version of the application materials, including: (i) registering the Purchaser as shareholder and owner of relevant equity in the Target Company under the corresponding transaction, (ii) filing with the Administration for Market Regulation with respect to the resignation of the Resigned Personnel Filed with AIC and the appointment of the New Personnel Filed with AIC; (iii) filing the new articles of association of the Target Company with the Administration for Market Regulation; (iv) the Target Company’s submission of a foreign investment information report to the Commerce Department with respect to such transactions; and (v) the Target Company’s handling of the change registration for foreign exchange basic information through a bank authorized by the foreign exchange administration. All the Tax declaration and payment materials for the Transaction that the Transferor proposes to submit to the competent Tax authorities have all been prepared in accordance with Article 3.4 hereof.
- 4.1.10 Remaining Share Transaction. The payment conditions to the First Tranche Payment agreed under the Remaining Share Transaction Documents executed with all individual shareholders of the Target Company (CHEN Wei, XIN Yihua, WANG Jiang, CHANG Xiaoju, SHEN Yanjie) with respect to their transfer of their respective equity in the Target Company have all been satisfied or waived in writing by the Purchaser.
- 4.1.11 Certificate. The Transferor has submitted a certificate to the Purchaser on the satisfaction of the conditions precedent to the First Tranche Payment in form and substance satisfactory to the Purchaser certifying that all conditions precedent to payment in this Article 4.1 have been satisfied.

The Transferor shall make his best reasonable efforts to procure the satisfaction of such conditions precedent to the First Tranche Payment as soon as possible after the execution of



this Agreement.

## 4.2 Conditions Precedent to the Second Tranche Payment

The Purchaser's obligation to pay the Second Tranche Transfer Consideration shall be subject to the satisfaction of the following conditions to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion):

- 4.2.1 Closing. The conditions precedent to the First Tranche Payment set forth in Article 4.1 hereof are all satisfied or not satisfied but waived in writing by the Purchaser.
- 4.2.2 Representations, Warranties and Undertakings. The representations and warranties of the Transferor herein (including but not limited to those in Article 6 and Schedule D-1) shall be authentic and accurate when made and as of the Closing Date (with the same force and effect as if made on that date). The undertakings and covenants to be performed by the Transferor and his nominee (if any) on or before the Closing Date as provided hereunder shall have all been performed.
- 4.2.3 No Suit or Action. There is no existing or threatened Action brought by any Governmental Authority or any other Person against any party to the Transaction Documents and the Remaining Share Transaction Documents, which may restrict, impede or prohibit the transactions under the Transaction Documents and the Remaining Share Transaction Documents or cause Material Adverse Effect on the conditions for the transactions under the Transaction Documents.
- 4.2.4 No Specific Government Order. No Governmental Authority has enacted, promulgated, administered or adopted any Laws or Government Order which will render the transactions contemplated under the Transaction Documents and the Remaining Share Transaction Documents illegal or otherwise restrict or prohibit such transactions.
- 4.2.5 No Material Adverse Effect. There is no change or event which has Material Adverse Effect on the Group Companies or their business, finance, assets, Liabilities, prospects or operation status, or other event or fact that will cause or can be reasonably expected to cause any Material Adverse Effect.
- 4.2.6 External Approval, Waiver and Notice. All consents, approvals, waivers and notices (if any) required for the Parties' execution and delivery of the Transaction Documents and the Remaining Share Transaction Documents and completion of the transactions under the Transaction Documents and the Remaining Share Transaction Documents have been obtained or completed, and remain in full force and effect.
- 4.2.7 Completion of Payment of Individual Income Tax and Stamp Duty. All individual shareholders of the Target Company (i.e. CHEN Wei, XIN Yihua, WANG Jiang, CHANG Xiaoju, SHEN Yanjie) have completed the declaration and made full payment of the individual income Tax and the stamp duty with and to the competent PRC Tax authority with respect to the full Transfer Consideration for transfer of their respective equity in the Target Company, and the Purchaser has received the photocopies of the corresponding supporting materials on Tax payment (including but not limited to the Tax return, certificate of Tax payment and bank transfer slip).

- 4.2.8 Completion of Change Registration and Filing with Governmental Authority. The Target Company has completed the change registration and filing with the Administration for Market Regulation, the Commerce Department and foreign exchange administration or its authorized banks with respect to the transfer of equity in the Target Company under the Transaction Documents and the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)), and the Target Company has provided the corresponding supporting documents (including but not limited to the updated business license and foreign exchange business registration certificate, etc.) to the Purchaser, including: (i) registering the Purchaser as shareholder and owner of relevant equity in the Target Company under the relevant transaction, (ii) completing the filing with the Administration for Market Regulation with respect to the resignation of the Resigned Personnel Filed with AIC and the appointment of the New Personnel Filed with AIC; (iii) the new articles of association of the Target Company has been filed with the Administration for Market Regulation; (iv) the Target Company has submitted a foreign investment information report to the Commerce Department with respect to such transactions; and (v) the Target Company has completed the change registration for foreign exchange basic information through a bank authorized by the foreign exchange administration and obtained the foreign exchange business registration certificate, with respect to such transactions.
- 4.2.9 Payment Notice. The Transferor has given a payment notice to the Purchaser stating the information of the beneficiary account and the amount of the Second Tranche Transfer Consideration.
- 4.2.10 Remaining Share Transaction. The Closing conditions agreed under the Remaining Share Transaction Documents (excluding the relevant Transaction Documents with respect to the transfer of equity in the Target Company to the Purchaser executed by and between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)) have all been satisfied or waived in writing by the Purchaser.
- 4.2.11 Closing Certificate. The Transferor has submitted a certificate on the satisfaction of the Closing conditions in form and substance set forth in Schedule F to the Purchaser certifying that all conditions precedent to payment in this Article 4.2 have been satisfied.

Each Party shall make its/his best reasonable efforts to procure the satisfaction of the payment conditions precedent to the Second Tranche of Transfer Consideration on its/his part as soon as possible after the execution of this Agreement.

## **Article 5      Closing**

## 5.1 Closing

Subject to all terms and conditions hereof, the Closing of the Transaction shall occur concurrently with the closing of the Remaining Share Transaction (excluding the transaction between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership), Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) concerning transfer of equity in the Target Company held by them), within twenty-five (25) business days from the date when all conditions precedent set forth in Article 4.2 are satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement, which shall be satisfied on such date) (and for the avoidance of doubt, any extension of the said period due to regulatory requirements of the bank or the Governmental Authority shall not be deemed as a breach by the Purchaser, in which case the Parties shall negotiate a solution amicably).

The Parties confirm that from the Closing Date, the Purchaser will have the legal, valid, absolute and exclusive ownership of all the Shares in the Target Company held by it, free from any Encumbrance.

### Article 6 Representations and Warranties of the Transferor

- 6.1 In order to procure and as condition to the Purchaser's execution of this Agreement, the Transferor hereby makes all representations and warranties set forth in Schedule D-1 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the Closing Date.
- 6.2 Any representations and warranties made and submitted by the Transferor under and in accordance with this Agreement shall survive the Closing.

### Article 7 Representations and Warranties of the Purchaser

In order to procure and as condition to the other Parties' execution of this Agreement, the Purchaser hereby makes all representations and warranties set forth in Schedule D-2 to the other Parties and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, on the Signing Date of this Agreement and the Closing Date.

### Article 8 Special Provisions

#### 8.1 Non-solicitation or No Negotiation

From the Signing Date to the Closing:

- 8.1.1 Without prior written consent of the Purchaser, the Transferor shall not, and shall procure any of his Affiliates, officers, directors, representatives or agents not to:
- (a) solicit, initiate, consider, encourage or accept any proposal or offer made by any Person on: (A) any investment in any of the Group Companies (whether by equity or debt); (B) purchase or otherwise acquisition of equity, assets or business of any of the Group Companies in whole or in part; (C) merger, consolidation or other form of business amalgamation with or into any of the

Group Companies or its business; or (D) recapitalization, asset reorganization, restructuring, or other transactions not in the normal course of business, which involves or otherwise relates to any of the Group Companies; or

- (b) enter into any agreement, memorandum, letter of intent or similar legal instruments, participate in any discussion, talk, negotiation or other form of communication, or provide other Persons with information, or in any way cooperate, assist or participate in, facilitate or encourage any other Person to make any effort or attempt, in each case, with respect to any of the matters stated above.

8.1.2 Unless otherwise agreed by the Purchaser in writing, the Transferor and/or any of his Affiliates, officers, directors, representatives or agents shall immediately cease or procuring the termination of all existing discussions, talks, negotiations and other forms of communication with any other Persons to date with respect to transactions identical, close or similar to those contemplated hereunder. If any Person makes any proposal or offer for transactions identical, close or similar to those contemplated hereunder, or any attempt or other contact for the foregoing, the Transferor shall immediately notify the Purchaser, with reasonable details on the identity of the Person making such proposal, offer, attempt or contact, and the terms and conditions thereof.

## 8.2 Use of Name

Regardless of whether the Purchaser or the Transferor then holds any equity in the Group Companies directly or indirectly, without prior written consent of either the Purchaser or the Transferor, the other Party shall not, and shall procure its/his Affiliates not to: (i) use, publish or reproduce the name of the other Party or any of its/his Affiliates, or any similar company name, trade name, trademark, product or service name, domain name, pattern, mark, logo, label or particular description that enables third parties to identify the other Party or any of its/his Affiliates, for any of its/his marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Group Companies or any of its controlled Affiliates have been endorsed or supported by the other Party or any of its/his Affiliates, except for compliance with requirements of the securities laws and regulations of the PRC and relevant governments and the stock exchanges as well as the financial regulators in Hong Kong or the United States.

## 8.3 Confidentiality

### 8.3.1 Confidential Information

- (a) The Parties shall keep confidential the fact that the Parties enter into the Transaction Documents, the terms of Transaction Documents, and Trade Secret or proprietary information relating to the equity and business of the Group Companies (“**Confidential Information**”), and shall not disclose such information to any third party. The Transferor understands that the Confidential Information is extremely important to the Purchaser after the completion of the Closing, and any disclosure of such Confidential Information may directly or indirectly benefit the Competitors of the Purchaser, and prejudice the interest of the Purchaser. Therefore, the Transferor agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of his

obligations hereunder, he shall, and shall procure his Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.

- (b) The Purchaser agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (c) Such restriction shall not apply to any information which: (i) is already known to the public at the time of disclosure, and enters the public domain other than as a result of breach of this Agreement by the information receiving Party; (ii) is disclosed with prior written consent of the other Party; (iii) is disclosed by a Party to its/his Affiliates, directors, officers, employees, accountants, consultants, representatives and agents who have agreed to perform the duty of confidentiality, for the purpose of performing the transactions contemplated under the Transaction Documents; (iv) is legally obtained by the receiving Party from any third party subsequently; or (v) is disclosed by a Party according to the requirements of any Governmental Authority or regulator having jurisdiction over it/him (including but not limited to the stock exchanges as well as the financial regulators in Hong Kong or the United States). For the avoidance of doubt, the Purchaser may make appropriate disclosure by filing a Form 6-K with the U.S. Securities and Exchange Commission, publishing an announcement on the website of The Stock Exchange of Hong Kong Limited, and in its annual report, interim report, results announcement or similar documents, and attach this Agreement as an appendix to its annual report.

#### 8.3.2 Press Release

Without prior written consent of the Purchaser, the Transferor may not publish any press release, announcement or otherwise make public disclosure of, the Transaction.

### 8.4 Waiver and Exemption

The Transferor hereby acknowledges and agrees that he (acting on his own behalf and on behalf of his Affiliates) will waive any claims and Actions against all Group Companies that have accrued as of the Closing or based on the facts prior to the Closing, if the Closing takes place.

## Article 9 Breach of Contract and Indemnification

### 9.1 Liabilities for Breach of Contract

- 9.1.1 The Transferor shall indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee, so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any damages, losses, claims, suits, demands for payment, judgments, settlements, Taxes, interest, costs and expenses (including but not limited to the fees and reimbursements paid to attorneys

and consultants, or compensation and indemnity paid by it to any third party (including its Affiliates, directors and employees), including the part of losses incurred by the Group Companies that is borne directly or indirectly by the Purchaser) (“**Losses**”) suffered, sustained or incurred by the Purchaser and/or (if the Closing takes place) the Group Companies (be it a third party claim, claim between the Parties hereto or any other claim) against the foregoing or its or their Affiliates, directors, partners, shareholders, employees, agents and representatives (“**Purchaser’s Indemnitees**”) directly or indirectly arising out of or in connection with:

- (a) Breach of any of his representations, statements or warranties under the Transaction Documents by the Transferor; and
- (b) Breach of any of his undertakings or obligations under the Transaction Documents by the Transferor.

In particular, if the Acquisition Transaction is terminated due to the Transferor’s breach of any of his representations, statements or warranties, or undertakings or obligations under the Transaction Documents, the Transferor shall bear all Taxes, costs and expenses arising from the Acquisition Transaction.

- 9.1.2 Subject to Articles 3.3.1 and 5.1 hereof, where the Purchaser fails to pay the Transfer Consideration to the Transferor when due, then for each day in delay, the Purchaser shall pay the Transferor liquidated damages at 0.05% of the amount of the unpaid Transfer Consideration, and if such payment is overdue for more than sixty (60) business days, then in the absence of breach of contract by the Transferor, the Transferor shall have the right to unilaterally terminate this Agreement.
- 9.1.3 It is agreed that if the Purchaser’s Indemnitees have incurred Losses set forth in Article 9.1.1, then unless otherwise agreed herein, the Purchaser and/or its Affiliates shall have the right to directly deduct the amount of compensation and indemnity payable by the Transferor to the Purchaser’s Indemnitees from the corresponding payment or other amounts payable to the Transferor by the Purchaser and/or its Affiliates.
- 9.1.4 The Transferor shall not claim on any ground and in any way any right or recovery against the Group Companies with respect to any compensation or indemnity made by him to the Purchaser’s Indemnitees under the Transaction Documents, and shall unconditionally and irrevocably waive any of his recourses or claims against the Group Companies.
- 9.1.5 For the avoidance of doubt, all remedies provided hereunder are not mutually exclusive and, therefore, can be applied concurrently. The exercise of remedies provided hereunder shall not preclude any other rights or remedies available to the Parties under the Laws or other documents.

#### **Article 10      Termination**

- 10.1** Under any of the following circumstances, this Agreement may be terminated prior to the Closing:

- 10.1.1 The Parties unanimously agree in writing to terminate this Agreement;
- 10.1.2 Either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if any Governmental Authority promulgates any Laws, issues any order, decree or ruling or takes any other legal actions to restrict, stop or otherwise prohibit the transactions under the Transaction Documents, or render it illegal or impossible to consummate the transaction under the Transaction Documents, and such order, decree or ruling or other legal actions are final, unactionable, unappealable and not eligible for application for reconsideration;
- 10.1.3 Unless otherwise agreed by the Parties, to the extent that the Transferor and the Group Companies provide information and materials required for the Anti-monopoly Notification to the Purchaser in accordance with Article 2.2, the Purchaser may terminate this Agreement by giving a written notice to the other Parties, if the competent Governmental Authority does not make a review decision of unconditional approval or conditional approval of the Anti-monopoly Notification for the Acquisition Transaction within 420 days (or 510 days, if the competent Governmental Authority raises any competition concern in the review of the Anti-monopoly Notification) from the execution of this Agreement; and
- 10.1.4 The Purchaser may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Transferor set forth in any Transaction Document is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
  - (c) the Transferor materially breaches the covenants, undertakings or obligations under any Transaction Document, which has not been cured within twenty (20) days after the Purchaser gives a written demand to do so; or
  - (d) within 600 days after the Signing Date, the conditions precedent to the payment of the Transfer Consideration set forth in Article 4.2 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement). For the avoidance of doubt, the Purchaser shall not terminate this Agreement in accordance with this Article if the failure of satisfaction of such conditions precedent to the payment of the Transfer Consideration within the agreed time limit is due to reasons of the Purchaser or its Affiliates.
- 10.2** The Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, where the Remaining Share Transaction is not completed due to reasons of the other shareholders of the Target Company, or any share transfer transaction in the Remaining Share Transaction is terminated.
- 10.3** For the avoidance of doubt, the right to early terminate this Agreement of the Purchaser as stated above shall be in addition to any other remedies available to it, and such termination shall neither exempt any obligation of the other Parties accrued up to the date of termination of this Agreement, nor exempt the other Parties' liability for compensating for the losses of the

#### 10.4 Effect of Termination of Agreement

It is agreed that the date when the Purchaser and/or other Parties give a notice of termination of this Agreement in accordance with Article 10.1.2, 10.1.3 or 10.1.4 or when the Parties mutually agree to terminate this Agreement in writing in accordance with Article 10.1.1, shall be the date of termination of this Agreement, and:

- 10.4.1 In the event that the individual income Tax declaration and payment have not yet been made, the Transferor and the Purchaser shall cooperate to complete the release of the Two-to-sign Account and refund the full escrow amount to the Purchaser. Except as otherwise agreed herein, the Purchaser is not required to pay any outstanding amount to the Transferor from the date of termination of this Agreement;
- 10.4.2 all costs, expenses and Taxes arising from the transactions hereunder shall be severally or jointly borne by the Party at fault for the termination in accordance with Article 10.1, or to the extent that no Party is at fault, be borne equally by the Transferor on one part and the Purchaser on the other part with respect to the corresponding Taxes (if any) and by the Parties respectively with respect to the corresponding costs and expenses; and
- 10.4.3 After this Agreement is terminated in accordance with Article 10.1, all rights and obligations of the Parties hereto under this Agreement shall terminate, and the Parties hereto shall refund such consideration or surrender such equity (if applicable) as obtained from the other Party hereunder within thirty (30) business days after the termination of this Agreement on the principles of fairness, reasonableness and good faith, having them reinstated to the state at the time of the execution of this Agreement (and for the avoidance of doubt, only with respect to the surrender of equity, such period shall mean the period for the completion of filing a registration change request for equity transfer, provided, however, that failure to make such filing within such period shall not be deemed as a breach if it is caused by refusal of cooperation by the existing shareholders or approval of the Governmental Authority). A Party shall have no claim against the other Parties under this Agreement or for the termination of this Agreement, other than the liabilities under Article 9 (Breach of Contract and Indemnification), Article 1 (Definitions and Interpretation), Article 8.2 (Use of Name), Article 8.3 (Confidentiality), Article 10.4 (Effect of Termination of Agreement) and Article 12 (Miscellaneous) shall survive the termination of this Agreement.

#### Article 11 Force Majeure

- 11.1 A Party hereto shall not be liable for its/his non-performance or partial performance of this Agreement directly caused by earthquake, typhoon, flood, fire, epidemic, war, riot, hostility, public unrest, strike and any other force majeure event that is unpredictable, unpreventable and inevitable to or by the affected Party (“**Force Majeure**”), provided that, such affected Party shall immediately give a written notice to the other Parties by fax or personal delivery without delay, and shall provide the other Parties with details of the Force Majeure event, explaining the reasons for its/his non-performance, partial performance or delay in performance, within fifteen days upon the said written notice.



- 11.2** Where the Party claiming Force Majeure fails to notify the other Parties and provide appropriate proof as stated above, such Party shall not be exempted from the liability for its/his failure to perform the obligations hereunder. The affected Party shall make reasonable efforts to mitigate the consequences of such Force Majeure, and resume performance of all relevant obligations as soon as possible after the termination of such Force Majeure. The affected Party shall be liable to other Parties for its/his failure to resume performance of relevant obligations after the disappearance of the reason for temporary exemption of such obligations due to Force Majeure.
- 11.3** In case of any Force Majeure, the Parties shall immediately discuss with each other to reach a fair solution, and make every reasonable effort to mitigate the consequence of such Force Majeure as much as possible.

## **Article 12      Miscellaneous**

### **12.1    Short-form Agreement**

It is agreed that, for the convenience of completing governmental procedures relating to the transactions contemplated under the Transaction Documents, the Parties shall negotiate in good faith and enter into any other separate contract, agreement or document in connection with matters hereunder (including but not limited to the short-form share transfer agreement and other documents to be entered into in accordance with the requirements of the Administration for Market Regulation, the foreign exchange administration and the competent Tax authority), provided that in case of any conflict or inconsistency between such contract, agreement or document and this Agreement, this Agreement shall prevail.

### **12.2    Taxes and Fees**

The Parties hereto shall respectively bear any Taxes and charges to be payable by them in connection with the transaction hereunder under the applicable Laws.

### **12.3    Notice**

- 12.3.1 All notices and other communications required or given hereunder shall be sent to the address of the Party concerned set forth in Schedule E by personal delivery, registered mail, postage prepaid, commercial courier service, or email. Such notices shall be deemed validly served: (i) on the date of dispatch or rejection, if sent by personal delivery, courier service, or registered mail, postage prepaid and addressed to the address for notice, and (ii) when such email arrives in the email system of the attention, if sent by email.
- 12.3.2 Any change by a Party (“**Changing Party**”) to the said correspondence address or notification method shall be notified by the Changing Party to the other Parties within seven (7) days upon such change. If the Changing Party fails to make timely notice as agreed, the Changing Party shall bear any losses caused thereby.

### **12.4    Entire Agreement**

This Agreement, other Transaction Documents and their schedules shall constitute the entire agreement between the Parties with respect to the Transaction, and supersede any previous agreement, memorandum of understanding, representation or other obligation entered into by

the Parties for the Transaction (whether in writing or orally, including all kinds of communication), and this Agreement (including its amendments or modifications, and other Transaction Documents) contains the only and entire agreement among the Parties with respect to the matters hereunder.

#### **12.5 Severability**

If, under any Laws or public policy, any term or other provision hereof is held invalid, illegal or unenforceable, then as long as the economic or legal substance of the transaction contemplated hereunder is not materially adverse in any way to any Party, all other terms and provisions hereof shall remain in full force and effect. Where any term or other provision is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to amend this Agreement in an acceptable manner as close as possible to the original intent of the Parties, so as to complete the transaction contemplated hereunder as originally planned to the maximum extent.

#### **12.6 Waiver**

Either Party hereto may: (i) extend the time for any other Party to perform any obligation or take any action, (ii) waive to hold any other Party liable for any inaccuracy of any representation or warranty made herein or in any other Transaction Document, or (iii) waive to demand any other Party to comply with any agreement or required condition contained herein. No such extension or waiver shall be effective until the Party bound thereby signs a written document on such extension or waiver. No waiver of a Party of any breach of any provision of this Agreement shall operate as or be construed as a further waiver of such breach or a continuing waiver, or a waiver of any other breach or subsequent breach. Unless otherwise provided herein, failure or delay of any Party to exercise any right, power or remedy hereunder or otherwise available under the Laws and regulations shall not operate as a waiver of such right, power or remedy. And single or partial exercise of such right, power or remedy by such Party shall not preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

#### **12.7 Assignment and Succession**

This Agreement shall be inure to the benefits of the successors and assigns of the Parties, who may have the rights and obligations hereunder. The Purchaser may transfer or assign its rights, interests and obligations hereunder and under other Transaction Documents to any of its Affiliates, or with consent of the Transfer, to other third party. Without prior written consent of the Purchaser, none of the other Parties may transfer or assign any of their rights or obligations hereunder. From the Signing Date hereof, without prior written consent of the Purchaser, the Transferor shall not transfer the Shares in whole or in part to any third party.

#### **12.8 Effectiveness**

This Agreement shall take effect as of the date first written above and be binding upon the Parties after due execution by the Parties (that is, signed by hand for natural person, and affixed with common seal for enterprise legal person or other non-natural person).

#### **12.9 Schedules**

The schedules of this Agreement shall be integral parts of this Agreement and mutually

supplementary to and shall have the same legal force as the body of this Agreement. In case of any conflict between a Schedule hereto and this Agreement, the body of this Agreement shall prevail and make amendment accordingly.

#### **12.10 Amendment**

This Agreement may be amended or changed by mutual agreement of the Parties hereto. Any amendment or change must be made in writing and become effective upon execution by the Parties.

#### **12.11 Governing Laws and Dispute Resolution**

12.11.1 Governing Laws. The formation, validity, interpretation and performance of this Agreement and the resolution of dispute arising out of this Agreement shall be governed by and interpreted in accordance with the PRC Laws.

12.11.2 Dispute Resolution. Any dispute arising out of or in connection with the performance of this Agreement shall be resolved by Parties through amicable negotiation. Where any dispute fails to be resolved through negotiation within two (2) months as of the occurrence of the dispute, either Party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) to be arbitrated in Beijing, in accordance with the arbitration rules of CIETAC then in force for arbitration. The arbitration tribunal shall consist of three (3) arbitrators appointed according to the arbitration rules, and the claimant and the respondent shall each appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly selected by the Parties or appointed by the chairman of the CIETAC under joint entrustment by the Parties. The arbitration language shall be Chinese. The arbitration award shall be final and binding upon the Parties. The arbitration costs shall be borne by the defeated Party.

12.11.3 Continuing Performance. Pending dispute resolution, the Parties shall continue owning their respective other rights hereunder and shall continue performing their respective obligations hereunder.

#### **12.12 Language and Counterpart**

This Agreement shall be written in Chinese. This Agreement may be made in several counterparts, each of which shall have the same legal effect.

#### **12.13 No Third Party Beneficiary**

This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns only. Notwithstanding the foregoing, the Purchaser's Indemnitees shall have the right to enforce this Agreement directly as if they were a Party hereto.

(The remainder of this page is intentionally left blank.)

In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)**  
/s/ Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei  
Name: CHEN Wei  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**SHEN Yanjie**

By:     /s/ SHEN Yanjie    

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Beike Meijia Technology (Zhejiang) Co., Ltd.** (Common Seal)  
/s/ Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)

By: /s/ PENG Yongdong  
Name: PENG Yongdong  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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### Schedule of Material Differences

The following parties in this sechedule executed the share purchase agreement using this form. The material differences are set forth below.

No.	Transferor	Shareholding	Transfer Consideration (RMB)
1.	SHEN Yanjie	1.4396%	23,033,799
2.	WANG Jiang	7.8970%	55,279,168
3.	CHANG Xiaoju	1.7131%	11,991,972

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**SHARE PURCHASE AGREEMENT**

ON

**KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.**

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**October 10, 2023**

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## Share Purchase Agreement

This Share Purchase Agreement (this “**Agreement**”) is made and entered into on October 10, 2023 (the “**Signing Date**”) in Beijing, the PRC (as defined below) by and among:

- A. **Kongjian Zhihui Decoration (Beijing) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91110102562106843T and having its registered address at #901-96 (Cluster Registration), 9/F, Building No. 17, Courtyard No. 30, Shixing Avenue, Shijingshan District, Beijing (“**Target Company**”);
- B. **Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership)**, a limited partnership established and existing under the PRC Laws, with its Unified Social Credit Code being 911101080648534408 and having its registered address at Office 207-525, 2/F, Building 2, No.1 Nongda South Road, Haidian District, Beijing (“**Transferor**”); and
- C. **CHEN Wei**, a PRC citizen with ID Card number being \*\*\*\* (“**Founder**”);
- D. **Beike Meijia Technology (Zhejiang) Co., Ltd.**, a limited liability company incorporated and existing under the PRC Laws, with its Unified Social Credit Code being 91330100MAC41WCQ4C and having its registered address at Room 2118, 21/F, Chenrong Building, 988 Shangtang Road, Gongshu District, Hangzhou, Zhejiang Province (“**Purchaser**”),

which shall be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### WHEREAS,

1. The Group Companies (as defined below) mainly engage in the business of home renovation and furnishing; as of the Signing Date of this Agreement, the registered capital of the Target Company is RMB6,946,314, of which, the paid-in capital is RMB6,630,257, and the shareholding structure of the Target Company is set forth in Schedule C. The Founder is the actual controller of the Target Company and managing partner of the Transferor;
2. The Purchaser proposes to acquire 100% equity in the Target Company held by the existing shareholders of the Target Company (the “**Acquisition Transaction**”), and the Transaction (as defined below) is part of the Acquisition Transaction. The Transferor proposes to sell to the Purchaser and the Purchaser is willing to accept the transfer of 1.5944% equity in the Target Company (corresponding to registered capital of RMB110,750) directly held by the Transferor free from any encumbrance in accordance with the terms and conditions of this Agreement.
3. Concurrently with the execution of this Agreement, shareholders of the Target Company other than the Transferor will enter into the transaction documents relating to transactions where such shareholders transfer all their equity in the Target Company to the Purchaser (the “**Remaining Share Transaction**”) (including but not limited to a share transfer agreement and other documents required in such agreement; collectively, the “**Remaining Share Transaction Documents**”) with the Purchaser and relevant parties, which shall specify that the Purchaser will purchase all the equity in the Target Company held by relevant shareholders.

THEREFORE, it is agreed that:

1.1 Definitions of Certain Terms

Unless the context otherwise requires, the following terms, when used herein, shall have the meanings ascribed to them below:

“**Laws**” refer to the national, federal, supranational, international, state, provincial, local or similar statutes, laws, decrees, ordinances, rules, codes, guidelines, orders, directives, guidance, judicial interpretations, administrative regulations, normative documents and the rules governing the issuance and trading of securities on the relevant stock exchanges in or outside the PRC.

“**Liabilities**” refer to all debts, liabilities and obligations, accrued or fixed, absolute or contingent, due or undue, determined or otherwise, including without limitation, those arising under any Law, Action or Government Order and any contract, agreement, covenant or undertaking.

“**Affiliate**” refers to, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; and for the avoidance of doubt, with respect to any individual, the term “**Affiliate**” also includes (i) his spouse, parents, children and their spouses, sibling and their spouses, (ii) his spouse’s parents, sibling and their spouses, (iii) trustee of any trust of which such individual or his immediate family member is a beneficiary or, where the trust is a discretionary trust, a discretionary object, and (iv) any entity or company controlled by the foregoing.

“**Management Holding Platforms**” refer to Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership) and Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership), and a “**Management Holding Platform**” refers to either of the Management Holding Platforms.

“**business day**” refers to any day other than Saturday, Sunday and other days on which banks in the PRC are required or authorized by Laws to close.

“**contract**” refers to any oral or written contract, agreement, order, purchase order, or other similar document, arrangement or plan.

“**Group Companies**” refer to the Target Company and any Person under its direct or indirect control, including without limitation, the Persons listed in Schedule A.

“**Transaction Documents**” refer to this Agreement and other documents contemplated hereunder or in connection with the transactions contemplated hereunder.

“**Domestic ESOP Platforms**” refer to Beijing Huke Zhongying Enterprise Management Center (Limited Partnership) and Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), and a “**Domestic ESOP Platform**” refers to either of the Domestic ESOP Platforms.

“**control**” refers to, with respect to the relationship between two or more Persons, the power, whether exercised or not, to direct or cause the direction of the business, affairs, management or decision of a Person directly, indirectly or as trustee or executor, whether through ownership of equity, voting rights or voting securities, or as trustee or executor, or by contract, contractual arrangement, trust arrangement or otherwise, including but not limited to (i) direct or indirect ownership of fifty percent (50%) or more issued equity or shares in such Person, (ii) direct or indirect ownership of fifty percent (50%) or more voting rights in such Person, (iii) direct or

indirect right to appoint a majority of members of the board of directors or similar management organ of such Person. The terms “controlled” and “under common control with” shall have meanings correlative to the foregoing.

“**Encumbrance**” refers to any mortgage, pledge, lien (including but not limited to the priority of tax claims, right of revocation and subrogation right), lease, license, option, constraint, right of first refusal, preemptive right, debt burden, preferential arrangement, third-party claim or interest, restrictive undertaking, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, yields or on any other right or interest to exercise the ownership), or any form of security interest, or any form of arrangement with a similar effect and subject to third-party rights.

“**Closing**” refers to the Purchaser’s completion of the payment of the Transfer Consideration (as defined below) to the Transferor in accordance with this Agreement.

“**Closing Date**” shall be the date on which the Closing takes place.

“**RMB**” refers to Renminbi, the legal tender of the PRC.

“**Commerce Department**” refers to the Ministry of Commerce of the People’s Republic of China and its local counterparts.

“**Trade Secret**” refers to any technical information and business information which is owned by a Person, not known to the public, and capable of bringing economic benefits to such Person, including but not limited to: any confidential information relating to R&D, proprietary information, data (including but not limited to commercial, business, technical and financial data) and database, technology, technical solution, design, specification, lists and resources of customers, suppliers and partners, financial information, pricing and cost information, business and marketing plans and proposals, business activities (including financial information, business policies, etc.), released or unreleased software or hardware products, or marketing or promotional materials (including any extract, summary or other derivative form of such information), regardless of the form in which such information is stored or disseminated.

“**Administration for Market Regulation**” or “**AMR**” refers to the State Administration for Market Regulation of the PRC and its local counterparts.

“**Tax**” refers to any and all taxes, levies, duties and other charges of any kind collected by any Governmental Authority (together with any and all interests, fines, surcharges and additional amounts collected in connection therewith), including but not limited to: taxes levied against income, concession, accidental income or other profit, general receipts, property, sales, use, salary, employment, social security, unemployment compensation or net value; taxes in the nature of excise and use tax, withholding tax, transfer tax, value-added tax or profit tax; and customs duty, taxes and similar charges.

“**Action**” refers to any lawsuit, complaint, petition, appeal, request for arbitration, demand, claim, notice of violation, investigation, settlement ruling or agreement, or any claim, lawsuit, complaint, arbitration, inquiry, proceeding or investigation initiated by or before any Governmental Authority.

“**Indebtedness**” refers to, with respect to any Person, all obligations of such Person to make payments, including but not limited to: (i) repayment of money borrowed or raised, (ii) acceptance credit, documentary letter of credit or commercial paper loan, (iii) any bond, note, loan, bill or similar instrument; (iv) any deferred payment for assets or services purchased, payment due for the performance of contractual obligations, or liquidated damages, (v) rental payment under any lease (be it a lease on land, machinery, equipment or other items) entered into primarily for the purpose of raising funds or financing the purchase of a leased asset, (vi) any guarantee, bond, standby letter of credit or other document issued for the performance of a contract, and (vii) any mortgage, security or other guarantee for financial losses in connection with the obligations of any Person.

“**Governmental Authority**” refers to any national or international organization, or supernational, federal, state, provincial, local or other government, governmental, regulatory or administrative department, authority or commission, or any court, tribunal or judicial or arbitral institution in or outside the PRC.

“**Government Authorization**” refers to any and all approvals, permits, certificates, registrations, filings and qualifications required from the Governmental Authority for the conduct of business by any of the Group Companies.

“**Government Order**” refers to any order, writ, judgment, injunction, verdict, regulation, decision or ruling made by any Governmental Authority, alone or together with any other Governmental Authority.

“**Material Adverse Effect**” refers to (i) the entry into insolvency, liquidation, winding up or debt restructuring by any of the Group Companies and/or its existing shareholders, or the sale of material assets by the Group Companies, (ii) the loss of any material permits, qualifications or licenses required for any of the Group Companies to carry on its business activities, or (iii) any other circumstance, change or impact involving any of the Group Companies and/or its existing shareholders, which, alone or in aggregate, directly or indirectly: (A) causes or may reasonably expect to cause any material adverse effect on the existence, shareholding structure, business, assets, intellectual property rights, Liabilities (including but not limited to contingent liabilities), financial condition, operating results, business prospects or financial position of any of the Group Companies, or (B) has or may reasonably expect to have any material adverse effect on the qualifications, licenses or capabilities of any of the Group Companies to carry on its current business, or (C) causes or may reasonably expect to cause any material adverse effect on the validity, binding effect and performance of the Transaction Documents.

“**PRC**” refers to the People’s Republic of China” and shall, for the purpose of this Agreement, exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**Person**” refers to any individual, partnership, firm, limited liability company, corporation, association, trust, cooperative organization, Governmental Authority, non-corporate organization, other juridical person, juridical association, unincorporated organization or other legal entity.

“**Organizational Documents**” refers to the articles of association, bylaws, partnership agreement, limited liability company agreement, trust agreement or other incorporation documents of any Person.

## 1.2 Interpretation and Rules of Construction

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to article, schedule, appendix, recital, preamble or text herein shall mean the article, schedule, appendix, recital, preamble or text of this Agreement, and such article, schedule, appendix, recital, preamble or text shall be deemed an integral part of this Agreement;
- 1.2.2 The headings and titles herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement in any way;
- 1.2.3 When used herein, the word “including” shall be deemed to be followed by “but not limited to”;
- 1.2.4 Laws defined or mentioned in this Agreement or any agreement or document mentioned herein refer to such Laws as may be amended, revised or supplemented from time to time, including subsequent Laws replacing the original ones;
- 1.2.5 Any reference to any agreement, instrument or other document herein shall mean such agreement, instrument or other document as may be amended, revised or supplemented from time to time;
- 1.2.6 Any reference to any Person shall also include its permitted assigns and successors; any reference to a company shall include any of its branches; and
- 1.2.7 When used herein, “hereof”, “herein”, “hereunder” and other words of similar meaning shall refer to the whole Agreement, instead of any provision of this Agreement.

## Article 2 Transaction Arrangement

### 2.1 Share Transfer

- 2.1.1 Subject to this Agreement, the Transferor agrees to transfer and sell 1.5944% equity in the Target Company (corresponding to registered capital of RMB110,750) (“**Shares**”) held by it to the Purchaser at the Transfer Consideration agreed in Article 3.1 (the “**Transaction**”).
- 2.1.2 The Transferor acknowledges and agrees that the Shares transferred to the Purchaser shall be free from any Encumbrance, that the Purchaser shall obtain all rights, titles and interests in and to the Shares upon Closing, and that the ownership of the Shares and any rights and interests in connection with or arising from such ownership shall be transferred to the Purchaser from the Transferor upon Closing, and vested in the Purchaser thereafter. The Transferor hereby agrees to waive any of its liquidation preference or similar arrangement under the shareholder agreement or similar agreement of the Target Company.
- 2.1.3 The Parties acknowledge and agree that the Transaction is part of the Acquisition Transaction, and therefore (1) the Purchaser intends to purchase all the Shares in whole, and unless the Purchaser otherwise agrees in writing, the Transferor may not transfer the Shares in part. And if the Transferor fails to complete the transfer of the Shares in whole, the Purchaser shall have the right to terminate the Transaction and/or this Agreement; and (2) where other shareholders of the Target Company fail

to complete the Remaining Share Transaction, or any share transfer transaction under the Remaining Share Transaction is terminated, the Purchaser shall have the right to terminate the Transaction and/or this Agreement. For the avoidance of doubt, the foregoing shall not prejudice other rights of the Purchaser hereunder.

## **2.2 Anti-monopoly Notification**

Upon execution of this Agreement and the Remaining Share Transaction Documents, the Purchaser will file a notification of concentration of undertakings with the competent Governmental Authority with respect to the Acquisition Transaction (the “**Anti-monopoly Notification**”), the Transferor shall provide necessary support for the Anti-monopoly Notification, including but not limited to provision of information and materials relating to the Transferor required by the competent Governmental Authority and signing necessary documents, within the reasonable time limit required by the Purchaser, after the execution of this Agreement.

## **Article 3 Payment of Transfer Consideration**

### **3.1 Transfer Consideration**

- 3.1.1 It is agreed that, subject to the terms and conditions agreed herein, the transfer price for the Shares will be RMB31,887,415 (“**Transfer Consideration**”). The Purchaser shall pay the Transfer Consideration to the Transferor in accordance with Article 3.2 hereof.
- 3.1.2 For the avoidance of doubt, the Transfer Consideration shall be a Tax-inclusive price (inclusive of the income Tax, stamp duty, etc. payable by the Transferor for the Transaction), that is, except the stamp duty payable by the Purchaser for the Transaction, the Purchaser will not bear any additional Taxes for the Transaction.
- 3.1.3 The Parties acknowledge that, where the Target Company converts capital reserves of the Target Company to increase its registered capital before the Closing, the Purchaser will still acquire the equity of the same proportion in the Target Company after the Closing, with the capital contribution amount corresponding thereto increasing to the same extent, provided that the amount of the Transfer Consideration due to the Transferor shall remain the same.

### **3.2 Payment of Transfer Consideration**

- 3.2.1 The Purchaser shall pay the Transfer Consideration to the bank account designated in the payment notice issued by the Transferor under Article 4.1.14, on the Closing Date.
- 3.2.2 The Transferor shall make written confirmation to the Purchaser on the date when it receives the Transfer Consideration from the Purchaser.

### **3.3 Declaration and Payment of Taxes**

The Transferor shall and the Founder shall procure the Transferor to solely declare and pay any Taxes payable by it in connection with the Transaction under the applicable Laws, and any Taxes to be declared and withheld and paid by the Transferor (if involved). The Transferor shall truly, accurately and completely submit and fill in materials and information for Tax return in

connection with the Transaction (including but not limited to the investment cost) in accordance with the provisions of applicable Laws and requirements of competent PRC Tax authority.

#### Article 4 Conditions Precedent to Payment

##### 4.1 Conditions Precedent to Payment

The Purchaser's obligation to pay the Transfer Consideration shall be subject to the satisfaction of the following conditions to the satisfaction of the Purchaser (any or all of which may be waived in writing by the Purchaser at its own discretion):

- 4.1.1 Anti-monopoly Notification. The competent anti-monopoly Governmental Authority has approved the Anti-monopoly Notification for the Acquisition Transaction unconditionally or conditionally.
- 4.1.2 Execution of Transaction Documents. The Transaction Documents and the Remaining Share Transaction Documents have been duly executed and delivered to the Purchaser, which remain valid at the Closing Date.
- 4.1.3 Representations, Warranties and Undertakings. The representations and warranties of the Transferor and the Founder herein (including but not limited to those in Article 6 and Schedule D-1) shall be authentic and accurate when made and as of the Closing Date (with the same force and effect as if made on that date). The undertakings and covenants to be performed by the Transferor, the Founder and their nominee (if any) on or before the Closing Date as provided hereunder shall have all been performed.
- 4.1.4 No Suit or Action. There is no existing or threatened Action brought by any Governmental Authority or any other Person against any party to the Transaction Documents and the Remaining Share Transaction Documents, which may restrict, impede or prohibit the transactions under the Transaction Documents and the Remaining Share Transaction Documents or cause Material Adverse Effect on the conditions for the transactions under the Transaction Documents.
- 4.1.5 No Specific Government Order. No Governmental Authority has enacted, promulgated, administered or adopted any Laws or Government Order which will render the transactions contemplated under the Transaction Documents and the Remaining Share Transaction Documents illegal or otherwise restrict or prohibit such transactions.
- 4.1.6 No Material Adverse Effect. There is no change or event which has Material Adverse Effect on the Group Companies or their business, finance, assets, Liabilities, prospects or operation status, or other event or fact that will cause or can be reasonably expected to cause any Material Adverse Effect.
- 4.1.7 External Approval, Waiver and Notice. All consents, approvals, waivers and notices (if any) required for the Parties' execution and delivery of the Transaction Documents and the Remaining Share Transaction Documents and completion of the transactions under the Transaction Documents and the Remaining Share Transaction Documents have been obtained or completed, and remain in full force and effect.
- 4.1.8 Internal Approval. The shareholders' meeting and the board of directors of the Target



Company have adopted written resolution/decision to: (i) approve the execution and performance of the Transaction Documents and the Remaining Share Transaction Documents, and all shareholders have waived their right of first refusal, liquidation preference, co-sale right, veto right and any other rights which may affect the Acquisition Transaction, (ii) adopt a new articles of association of the Target Company to the satisfaction of the Purchaser, and (iii) remove the current legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company except that the Founder CHEN Wei will continue serving as a director of the Target Company and elect new legal representative, other directors, supervisors, managers, enterprise contact persons and chief financial officer of the Target Company appointed by the Purchaser, and (iv) approve cancellation of options and termination of all employee incentive plans.

- 4.1.9 Internal Approval of Transferor. The Transferor has duly adopted and submitted to the Purchaser written resolutions of the internal decision-making organ approving the execution and performance of the Transaction Documents.
- 4.1.10 Preceding Equity Transfer. With respect to the transactions of transfer of 84.5069% equity in the Target Company to the Purchaser by the existing shareholders of the Target Company other than the Management Holding Platforms and the Domestic ESOP Platforms, the Purchaser has completed the acquisition in accordance with relevant Remaining Share Transaction Documents, including but not limited to: (i) the Target Company has completed the corresponding change registration and filing with the Administration for Market Regulation, the Commerce Department and foreign exchange administration or its authorized banks with respect to such transactions of transfer of equity; and (ii) the Target Company and the Founder have delivered all materials and corresponding documents of the Target Company to the Purchaser or the nominee designated by the Purchaser in accordance with the relevant Remaining Share Transaction Documents and to the satisfaction of the Purchaser.
- 4.1.11 Restructuring of Platforms. The Management Holding Platforms and the Domestic ESOP Platforms have completed the restructuring according to the restructuring scheme set forth in Schedule E, to the satisfaction of the Purchaser.
- 4.1.12 Completion of Change Registration and Filing with Governmental Authority. The Target Company has completed the change registration and filing with the Administration for Market Regulation with respect to the transfer of equity in the Target Company under the Transaction and the Remaining Transaction Documents executed by the Purchaser and the Management Holding Platforms and the Domestic ESOP Platforms other than the Transferor with respect to the transfer of equity in the Target Company, including: (i) registering the Purchaser as shareholder and owner of relevant equity in the Target Company who holds 100% equity in the Target Company, (ii) the new articles of association of the Target Company has been filed with the Administration for Market Regulation and the Target Company has obtained the updated business license.
- 4.1.13 Remaining Share Transaction. The payment conditions agreed under the Remaining Share Transaction Documents have all been satisfied or waived in writing by the Purchaser.

4.1.14 Payment Notice. The Transferor has given a payment notice to the Purchaser stating the information of the beneficiary account and the amount of the Transfer Consideration.

4.1.15 Closing Certificate. The Founder and the Transferor have submitted a certificate on the satisfaction of the Closing conditions in form and substance set forth in Schedule G to the Purchaser certifying that all conditions precedent to payment in this Article 4.1 have been satisfied.

The Transferor shall make its best reasonable efforts to procure the satisfaction of such conditions precedent to the Transfer Consideration as soon as possible after the execution of this Agreement. Of which: after the satisfaction of all conditions precedent to the Transfer Consideration other than those set forth in Article 4.1.12 (except for those waived under Article 4.1 or to be satisfied at the Closing by their nature), the Transferor, the Founder and the Target Company shall complete the conditions precedent to payment set forth in Article 4.1.12 as soon as possible.

## **Article 5 Closing**

### **5.1 Closing**

Subject to all terms and conditions hereof, the Closing of the Transaction shall occur concurrently with the closing of the transaction between the Purchaser and Beijing Huke Zhongying Enterprise Management Center (Limited Partnership), Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership), and Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) concerning transfer of equity in the Target Company held by them, within twenty (20) business days from the date when all conditions precedent set forth in Article 4.1 are satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement, which shall be satisfied on such date) (and for the avoidance of doubt, any extension of the said period due to regulatory requirements of the bank or the Governmental Authority shall not be deemed as a breach by the Purchaser, in which case the Parties shall negotiate a solution amicably).

The Parties confirm that from the Closing Date, the Purchaser will have the legal, valid, absolute and exclusive ownership of all the Shares in the Target Company held by it, free from any Encumbrance.

## **Article 6 Representations and Warranties of the Transferor and the Founder**

6.1 In order to procure and as condition to the Purchaser's execution of this Agreement, the Transferor and the Founder hereby severally and jointly make all representations and warranties set forth in Schedule D-1 to the Purchaser and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, from the Signing Date of this Agreement to the Closing Date.

6.2 Any representations and warranties made and submitted by the Transferor under and in accordance with this Agreement shall survive the Closing.

## **Article 7 Representations and Warranties of the Purchaser**

In order to procure and as condition to the other Parties' execution of this Agreement, the Purchaser

hereby makes all representations and warranties set forth in Schedule D-2 to the other Parties and ensure that such representations and warranties are authentic, complete and accurate, and not misleading in any respect, on the Signing Date of this Agreement and the Closing Date.

## **Article 8      Special Provisions**

### **8.1    Non-solicitation or No Negotiation**

From the Signing Date to the Closing:

8.1.1      Without prior written consent of the Purchaser, the Transferor and/or the Founder shall not, and shall procure any of its Affiliates, officers, directors, representatives or agents not to:

- (a)    solicit, initiate, consider, encourage or accept any proposal or offer made by any Person on: (A) any investment in any of the Group Companies (whether by equity or debt); (B) purchase or otherwise acquisition of equity, assets or business of any of the Group Companies in whole or in part; (C) merger, consolidation or other form of business amalgamation with or into any of the Group Companies or its business; or (D) recapitalization, asset reorganization, restructuring, or other transactions not in the normal course of business, which involves or otherwise relates to any of the Group Companies; or
- (b)    enter into any agreement, memorandum, letter of intent or similar legal instruments, participate in any discussion, talk, negotiation or other form of communication, or provide other Persons with information, or in any way cooperate, assist or participate in, facilitate or encourage any other Person to make any effort or attempt, in each case, with respect to any of the matters stated above.

8.1.2      Unless otherwise agreed by the Purchaser in writing, the Founder, the Transferor and/or any of their Affiliates, officers, directors, representatives or agents shall immediately cease or procuring the termination of all existing discussions, talks, negotiations and other forms of communication with any other Persons to date with respect to transactions identical, close or similar to those contemplated hereunder. If any Person makes any proposal or offer for transactions identical, close or similar to those contemplated hereunder, or any attempt or other contact for the foregoing, the Founder or the Transferor shall immediately notify the Purchaser, with reasonable details on the identity of the Person making such proposal, offer, attempt or contact, and the terms and conditions thereof.

### **8.2    Use of Name**

Regardless of whether the Purchaser or the Transferor/the Founder then holds any equity in the Group Companies directly or indirectly, without prior written consent of either the Purchaser or the Transferor, the other Party shall not, and shall procure its Affiliates not to: (i) use, publish or reproduce the name of the other Party or any of its Affiliates, or any similar company name, trade name, trademark, product or service name, domain name, pattern, mark, logo, label or particular description that enables third parties to identify the other Party or any of its Affiliates, for any of its marketing, advertising, promotional or other purposes; or (ii) make any direct or indirect declaration that any products or services offered by the Group

Companies or any of its controlled Affiliates have been endorsed or supported by the other Party or any of its Affiliates, except for compliance with requirements of the securities laws and regulations of the PRC and relevant governments and the stock exchanges as well as the financial regulators in Hong Kong or the United States.

### 8.3 Confidentiality

#### 8.3.1 Confidential Information

- (a) The Parties shall keep confidential the fact that the Parties enter into the Transaction Documents, the terms of Transaction Documents, and Trade Secret or proprietary information relating to the equity and business of the Group Companies (“**Confidential Information**”), and shall not disclose such information to any third party. The Transferor and the Founder understand that the Confidential Information is extremely important to the Purchaser after the completion of the Closing, and any disclosure of such Confidential Information may directly or indirectly benefit the Competitors of the Purchaser, and prejudice the interest of the Purchaser. Therefore, the Transferor and the Founder agree that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, they shall, and shall procure their Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (b) The Purchaser agrees that after the execution of this Agreement, except for the purpose of facilitating the performance of its obligations hereunder, it shall, and shall procure its Affiliates and their respective directors, officers, employees, accountants, consultants, representatives and agents to keep confidential all the Confidential Information.
- (c) Such restriction shall not apply to any information which: (i) is already known to the public at the time of disclosure, and enters the public domain other than as a result of breach of this Agreement by the information receiving Party; (ii) is disclosed with prior written consent of the other Party; (iii) is disclosed by a Party to its Affiliates, directors, officers, employees, accountants, consultants, representatives and agents who have agreed to perform the duty of confidentiality, for the purpose of performing the transactions contemplated under the Transaction Documents; (iv) is legally obtained by the receiving Party from any third party subsequently; or (v) is disclosed by a Party according to the requirements of any Governmental Authority or regulator having jurisdiction over it (including but not limited to the stock exchanges as well as the financial regulators in Hong Kong or the United States). For the avoidance of doubt, the Purchaser may make appropriate disclosure by filing a Form 6-K with the U.S. Securities and Exchange Commission, publishing an announcement on the website of The Stock Exchange of Hong Kong Limited, and in its annual report, interim report, results announcement or similar documents, and attach this Agreement as an appendix to its annual report.

#### 8.3.2 Press Release

Without prior written consent of the Purchaser, the Transferor or the Founder may

#### 8.4 Waiver and Exemption

Each of the Transferor and the Founder hereby acknowledges and agrees that it (acting on its own behalf and on behalf of its Affiliates) will waive any claims and Actions against all Group Companies that have accrued as of the Closing or based on the facts prior to the Closing, if the Closing takes place.

#### 8.5 Other Post-Closing Undertakings

The Transferor and the Founder undertake that they shall complete the matters set forth in Schedule H after the completion of the Closing.

### Article 9 Breach of Contract and Indemnification

#### 9.1 Liabilities for Breach of Contract

9.1.1 Subject to Article 9.1.5 hereof, the Transferor and the Founder shall severally and jointly indemnify, defend and hold the Purchaser (acting on its own behalf or on behalf of every other Purchaser's Indemnitee, so that the Purchaser and every other Purchaser's Indemnitee will be indemnified, regardless of whether they are a Party hereto or not) harmless from and against any damages, losses, claims, suits, demands for payment, judgments, settlements, Taxes, interest, costs and expenses (including but not limited to the fees and reimbursements paid to attorneys and consultants, or compensation and indemnity paid by it to any third party (including its Affiliates, directors and employees), including the part of losses incurred by the Group Companies that is borne directly or indirectly by the Purchaser) ("**Losses**") suffered, sustained or incurred by the Purchaser and/or (if the Closing takes place) the Group Companies (be it a third party claim, claim between the Parties hereto or any other claim) against the foregoing or its or their Affiliates, directors, partners, shareholders, employees, agents and representatives ("**Purchaser's Indemnitees**") directly or indirectly arising out of or in connection with:

- (a) Breach of any of its/their representations, statements or warranties under the Transaction Documents by the Transferor and/or the Founder; and
- (b) Breach of any of its/their undertakings or obligations under the Transaction Documents by the Transferor and/or the Founder.

In particular, if the Acquisition Transaction is terminated due to the Transferor's breach of any of its representations, statements or warranties, or undertakings or obligations under the Transaction Documents, the Transferor shall bear all Taxes, costs and expenses arising from the Acquisition Transaction.

9.1.2 Subject to Article 5.1 hereof, where the Purchaser fails to pay the Transfer Consideration to the Transferor when due, then for each day in delay, the Purchaser shall pay the Transferor liquidated damages at 0.05% of the amount of the unpaid Transfer Consideration, and if such payment is overdue for more than sixty (60) business days, then in the absence of breach of contract by the Transferor, the

Transferor shall have the right to unilaterally terminate this Agreement.

- 9.1.3 It is agreed that if the Purchaser's Indemnitees have incurred Losses set forth in Article 9.1.1, then unless otherwise agreed herein, the Purchaser and/or its Affiliates shall have the right to directly deduct the amount of compensation and indemnity payable by the Transferor to the Purchaser's Indemnitees from the corresponding payment or other amounts payable to the Transferor by the Purchaser and/or its Affiliates.
- 9.1.4 The Transferor and the Founder shall not claim on any ground and in any way any right or recovery against the Group Companies with respect to any compensation or indemnity made by them to the Purchaser's Indemnitees under the Transaction Documents, and shall unconditionally and irrevocably waive any of their recourses or claims against the Group Companies.
- 9.1.5 The compensation liability of the Founder under the Transaction Documents shall be limited as below:
- (a) In respect of the same matter, if the Purchaser's Indemnitees have been fully indemnified under the Remaining Share Transaction Documents, they shall not make any repeated claim for compensation against the Founder or the Transferor under this Agreement;
  - (b) the aggregate amount of all compensation liabilities of CHEN Wei under the Transaction Documents and the Remaining Share Transaction Documents shall be capped at RMB23,685,864.2463. Notwithstanding the foregoing, it is agreed that the limitation of compensation set forth in this 9.1.5 (b) shall not apply: (i) in case of any fraud, gross negligence or willful misconduct of CHEN Wei, (ii) to the compensation liability under Article 9.1.2 (b), Article 9.1.2 (c) or Article 9.1.3 of the Share Purchase Agreement dated October 10, 2023 by and among CHEN Wei, the Purchaser, Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) and others with respect to the sale of equity in the Target Company from Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership) to the Purchaser; and (iii) to the compensation liability under Article 9.1.2 (b), Article 9.1.2 (c) or Article 9.1.3 of the Share Purchase Agreement dated October 10, 2023 by and among CHEN Wei, the Purchaser, XIN Yihua and others with respect to the sale of equity in the Target Company from CHEN Wei and Xin Yihua to the Purchaser.
- 9.1.6 For the avoidance of doubt, all remedies provided hereunder are not mutually exclusive and, therefore, can be applied concurrently. The exercise of remedies provided hereunder shall not preclude any other rights or remedies available to the Parties under the Laws or other documents.

#### **Article 10 Termination**

**10.1** Under any of the following circumstances, this Agreement may be terminated prior to the Closing:

- 10.1.1 The Parties unanimously agree in writing to terminate this Agreement;

- 10.1.2 Either Party hereto may terminate this Agreement by giving a written notice to the other Parties, if any Governmental Authority promulgates any Laws, issues any order, decree or ruling or takes any other legal actions to restrict, stop or otherwise prohibit the transactions under the Transaction Documents, or render it illegal or impossible to consummate the transaction under the Transaction Documents, and such order, decree or ruling or other legal actions are final, unactionable, unappealable and not eligible for application for reconsideration;
- 10.1.3 Unless otherwise agreed by the Parties, to the extent that the Transferor and the Group Companies provide information and materials required for the Anti-monopoly Notification to the Purchaser in accordance with Article 2.2, the Purchaser may terminate this Agreement by giving a written notice to the other Parties, if the competent Governmental Authority does not make a review decision of unconditional approval or conditional approval of the Anti-monopoly Notification for the Acquisition Transaction within 420 days (or 510 days, if the competent Governmental Authority raises any competition concern in the review of the Anti-monopoly Notification) from the execution of this Agreement; and
- 10.1.4 The Purchaser may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Transferor or the Founder set forth in any Transaction Document is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
  - (c) the Transferor or the Founder materially breaches the covenants, undertakings or obligations under any Transaction Document, which has not been cured within twenty (20) days after the Purchaser gives a written demand to do so; or
  - (d) within 600 days after the Signing Date, the conditions precedent to the payment of the Transfer Consideration set forth in Article 4.1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement). For the avoidance of doubt, the Purchaser shall not terminate this Agreement in accordance with this Article if the failure of satisfaction of such conditions precedent to the payment of the Transfer Consideration within the agreed time limit is due to reasons of the Purchaser or its Affiliates.
- 10.1.5 The Transferor may terminate this Agreement by giving a written notice to the other Parties, which shall indicate the effective date of termination, if:
- (a) any of the representations and warranties of the Purchaser set forth in any Transaction Documents is inauthentic, inaccurate, misleading or has omission;
  - (b) any event or circumstance takes place which causes or can be reasonably expected to cause any Material Adverse Effect;
  - (c) the Purchaser fails to pay the Transfer Consideration to the Transferor more than

sixty (60) business days after the due date (except for overdue payment caused by bank or regulatory reason of the Governmental Authority); or

- (d) within 360 days after the Signing Date, the conditions precedent to payment of the Transfer Consideration set forth in Article 4.1 are not all satisfied or waived in writing by the Purchaser (other than those to be satisfied on the Closing Date in accordance with this Agreement); for the avoidance of doubt, the Transferor shall not terminate this Agreement under this Article, if the failure of satisfying the said conditions precedent to payment of the Transfer Consideration within the agreed period is caused by reason attributable to the Transferor or the Founder.

Notwithstanding the foregoing, the Transferor shall not exercise the termination right under Article 10.1.5 hereof alone, unless CHEN Wei exercises the termination right under the Share Purchase Agreement dated October 10, 2023 by and among CHEN Wei, the Purchaser, XIN Yihua and others with respect to the sale of equity in the Target Company from CHEN Wei and Xin Yihua to the Purchaser.

**10.2** The Purchaser shall have the right to terminate this Agreement by giving a written notice to the other Parties, where the Remaining Share Transaction is not completed due to reasons of the other shareholders of the Target Company, or any share transfer transaction in the Remaining Share Transaction is terminated.

**10.3** For the avoidance of doubt, the right to early terminate this Agreement of the Purchaser as stated above shall be in addition to any other remedies available to it, and such termination shall neither exempt any obligation of the other Parties accrued up to the date of termination of this Agreement, nor exempt the other Parties' liability for compensating for the losses of the non-breaching Party arising from their breach of this Agreement or other Transaction Document.

**10.4 Effect of Termination of Agreement**

It is agreed that the date when the Purchaser and/or other Parties give a notice of termination of this Agreement in accordance with Article 10.1.2, 10.1.3, 10.1.4 or 10.1.5 or when the Parties mutually agree to terminate this Agreement in writing in accordance with Article 10.1.1, shall be the date of termination of this Agreement, and:

10.4.1 the Purchaser is not required to pay any outstanding amount to the Transferor from the date of termination of this Agreement;

10.4.2 all costs, expenses and Taxes arising from the transactions hereunder shall be severally or jointly borne by the Party at fault for the termination in accordance with Article 10.1, or to the extent that no Party is at fault, be borne equally by the Transferor on one part and the Purchaser on the other part with respect to the corresponding Taxes (if any) and by the Parties respectively with respect to the corresponding costs and expenses; and

10.4.3 After this Agreement is terminated in accordance with Article 10.1, all rights and obligations of the Parties hereto under this Agreement shall terminate, and the Parties hereto shall refund such consideration or surrender such equity (if applicable) as obtained from the other Party hereunder within thirty (30) business days after the



termination of this Agreement on the principles of fairness, reasonableness and good faith, having them reinstated to the state at the time of the execution of this Agreement (and for the avoidance of doubt, only with respect to the surrender of equity, such period shall mean the period for the completion of filing a registration change request for equity transfer, provided, however, that failure to make such filing within such period shall not be deemed as a breach if it is caused by refusal of cooperation by the existing shareholders or approval of the Governmental Authority). A Party shall have no claim against the other Parties under this Agreement or for the termination of this Agreement, other than the liabilities under Article 9 (Breach of Contract and Indemnification). Article 1 (Definitions and Interpretation), Article 8.2 (Use of Name), Article 8.3 (Confidentiality), Article 10.4 (Effect of Termination of Agreement) and Article 12 (Miscellaneous) shall survive the termination of this Agreement.

#### **Article 11 Force Majeure**

- 11.1** A Party hereto shall not be liable for its non-performance or partial performance of this Agreement directly caused by earthquake, typhoon, flood, fire, epidemic, war, riot, hostility, public unrest, strike and any other force majeure event that is unpredictable, unpreventable and inevitable to or by the affected Party ("**Force Majeure**"), provided that, such affected Party shall immediately give a written notice to the other Parties by fax or personal delivery without delay, and shall provide the other Parties with details of the Force Majeure event, explaining the reasons for its non-performance, partial performance or delay in performance, within fifteen days upon the said written notice.
- 11.2** Where the Party claiming Force Majeure fails to notify the other Parties and provide appropriate proof as stated above, such Party shall not be exempted from the liability for its failure to perform the obligations hereunder. The affected Party shall make reasonable efforts to mitigate the consequences of such Force Majeure, and resume performance of all relevant obligations as soon as possible after the termination of such Force Majeure. The affected Party shall be liable to other Parties for its failure to resume performance of relevant obligations after the disappearance of the reason for temporary exemption of such obligations due to Force Majeure.
- 11.3** In case of any Force Majeure, the Parties shall immediately discuss with each other to reach a fair solution, and make every reasonable effort to mitigate the consequence of such Force Majeure as much as possible.

#### **Article 12 Miscellaneous**

##### **12.1 Short-form Agreement**

It is agreed that, for the convenience of completing governmental procedures relating to the transactions contemplated under the Transaction Documents, the Parties shall negotiate in good faith and enter into any other separate contract, agreement or document in connection with matters hereunder (including but not limited to the short-form share transfer agreement and other documents to be entered into in accordance with the requirements of the Administration for Market Regulation and the competent Tax authority), provided that in case of any conflict or inconsistency between such contract, agreement or document and this Agreement, this Agreement shall prevail.

## 12.2 Taxes and Fees

The Parties hereto shall respectively bear any Taxes and charges to be payable by them in connection with the transaction hereunder under the applicable Laws.

## 12.3 Notice

12.3.1 All notices and other communications required or given hereunder shall be sent to the address of the Party concerned set forth in Schedule E by personal delivery, registered mail, postage prepaid, commercial courier service, or email. Such notices shall be deemed validly served: (i) on the date of dispatch or rejection, if sent by personal delivery, courier service, or registered mail, postage prepaid and addressed to the address for notice, and (ii) when such email arrives in the email system of the attention, if sent by email.

12.3.2 Any change by a Party (“**Changing Party**”) to the said correspondence address or notification method shall be notified by the Changing Party to the other Parties within seven (7) days upon such change. If the Changing Party fails to make timely notice as agreed, the Changing Party shall bear any losses caused thereby.

## 12.4 Entire Agreement

This Agreement, other Transaction Documents and their schedules shall constitute the entire agreement between the Parties with respect to the Transaction, and supersede any previous agreement, memorandum of understanding, representation or other obligation entered into by the Parties for the Transaction (whether in writing or orally, including all kinds of communication), and this Agreement (including its amendments or modifications, and other Transaction Documents) contains the only and entire agreement among the Parties with respect to the matters hereunder.

## 12.5 Severability

If, under any Laws or public policy, any term or other provision hereof is held invalid, illegal or unenforceable, then as long as the economic or legal substance of the transaction contemplated hereunder is not materially adverse in any way to any Party, all other terms and provisions hereof shall remain in full force and effect. Where any term or other provision is held invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to amend this Agreement in an acceptable manner as close as possible to the original intent of the Parties, so as to complete the transaction contemplated hereunder as originally planned to the maximum extent.

## 12.6 Waiver

Either Party hereto may: (i) extend the time for any other Party to perform any obligation or take any action, (ii) waive to hold any other Party liable for any inaccuracy of any representation or warranty made herein or in any other Transaction Document, or (iii) waive to demand any other Party to comply with any agreement or required condition contained herein. No such extension or waiver shall be effective until the Party bound thereby signs a written document on such extension or waiver. No waiver of a Party of any breach of any provision of this Agreement shall operate as or be construed as a further waiver of such breach or a continuing waiver, or a waiver of any other breach or subsequent breach. Unless otherwise

provided herein, failure or delay of any Party to exercise any right, power or remedy hereunder or otherwise available under the Laws and regulations shall not operate as a waiver of such right, power or remedy. And single or partial exercise of such right, power or remedy by such Party shall not preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy.

#### **12.7 Assignment and Succession**

This Agreement shall be inure to the benefits of the successors and assigns of the Parties, who may have the rights and obligations hereunder. The Purchaser may transfer or assign its rights, interests and obligations hereunder and under other Transaction Documents to any of its Affiliates, or with consent of the Transfer, to other third party. Without prior written consent of the Purchaser, none of the other Parties may transfer or assign any of their rights or obligations hereunder. From the Signing Date hereof, without prior written consent of the Purchaser, the Transferor shall not transfer the Shares in whole or in part to any third party.

#### **12.8 Effectiveness**

This Agreement shall take effect as of the date first written above and be binding upon the Parties after due execution by the Parties (that is, signed by hand for natural person, and affixed with common seal for enterprise legal person or other non-natural person).

#### **12.9 Schedules**

The schedules of this Agreement shall be integral parts of this Agreement and mutually supplementary to and shall have the same legal force as the body of this Agreement. In case of any conflict between a Schedule hereto and this Agreement, the body of this Agreement shall prevail and make amendment accordingly.

#### **12.10 Amendment**

This Agreement may be amended or changed by mutual agreement of the Parties hereto. Any amendment or change must be made in writing and become effective upon execution by the Parties.

#### **12.11 Governing Laws and Dispute Resolution**

12.11.1 Governing Laws. The formation, validity, interpretation and performance of this Agreement and the resolution of dispute arising out of this Agreement shall be governed by and interpreted in accordance with the PRC Laws.

12.11.2 Dispute Resolution. Any dispute arising out of or in connection with the performance of this Agreement shall be resolved by Parties through amicable negotiation. Where any dispute fails to be resolved through negotiation within two (2) months as of the occurrence of the dispute, either Party may submit it to China International Economic and Trade Arbitration Commission (CIETAC) to be arbitrated in Beijing, in accordance with the arbitration rules of CIETAC then in force for arbitration. The arbitration tribunal shall consist of three (3) arbitrators appointed according to the arbitration rules, and the claimant and the respondent shall each appoint one (1) arbitrator, and the third (3rd) arbitrator shall be jointly selected by the Parties or appointed by the chairman of the CIETAC under joint entrustment by the Parties.

The arbitration language shall be Chinese. The arbitration award shall be final and binding upon the Parties. The arbitration costs shall be borne by the defeated Party.

12.11.3 Continuing Performance. Pending dispute resolution, the Parties shall continue owning their respective other rights hereunder and shall continue performing their respective obligations hereunder.

#### **12.12 Language and Counterpart**

This Agreement shall be written in Chinese. This Agreement may be made in several counterparts, each of which shall have the same legal effect.

#### **12.13 No Third Party Beneficiary**

This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns only. Notwithstanding the foregoing, the Purchaser's Indemnitees shall have the right to enforce this Agreement directly as if they were a Party hereto.

(The remainder of this page is intentionally left blank.)

In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)**  
/s/ Kongjian Zhihui Decoration (Beijing) Co., Ltd. (Common Seal)

By: /s/ CHEN Wei  
Name: CHEN Wei  
Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Beijing Dongfeng Yilin Investment Consulting Partnership**

(Limited Partnership) (Common Seal)

/s/ Beijing Dongfeng Yilin Investment Consulting Partnership

(Limited Partnership) (Common Seal)

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By: /s/ CHEN Wei

Name: CHEN Wei

Title: Executive Business Partner

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**CHEN Wei**

By: /s/ CHEN Wei

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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In Witness Whereof, this Agreement has been signed by the Parties on the date first written above.

**Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)**

/s/ Beike Meijia Technology (Zhejiang) Co., Ltd. (Common Seal)

By: /s/ PENG Yongdong

Name: PENG Yongdong

Title: Legal Representative

SIGNATURE PAGE TO SHARE PURCHASE AGREEMENT ON KONGJIAN ZHIHUI DECORATION (BEIJING) CO., LTD.

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### Schedule of Material Differences

The following parties in this schedule executed the share purchase agreement using this form. The material differences are set forth below.

No.	Transferor	Shareholding	Transfer Consideration (RMB)
1.	Beijing Huke Zhongying Enterprise Management Center (Limited Partnership)	4.5500%	72,799,934
2.	Beijing Chengke Zhongying Enterprise Management Center (Limited Partnership)	4.5500%	90,999,917
3.	Beijing Dongfeng Yiyuan Investment Management Center (Limited Partnership)	2.8792%	57,584,497
4.	Beijing Dongfeng Yilin Investment Consulting Partnership (Limited Partnership)	1.5944%	31,887,415

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## List of Significant Subsidiaries and Variable Interest Entities of the Registrant

<b>Subsidiary</b>	<b>Place of Incorporation</b>
Beike Group (Cayman) Limited	Cayman Islands
Beike Finance Holdings (Cayman) Limited	Cayman Islands
Sharehome HK International Limited	Hong Kong
Beike Kestone Holdings (Hong Kong) Limited	Hong Kong
Beike (Tianjin) Investment Co., Ltd.	PRC
Beihan(Tianjin) Technology Co., Ltd.	PRC
Lianjia (Tianjin) Enterprise Management Co., Ltd. <sup>(1)</sup>	PRC
Beijing Lianjia Zhidi Real Estate Brokerage Co., Ltd.	PRC
Beijing Fangyuan Real Estate Consulting Services Co., Ltd.	PRC
Beijing Gaoce Real Estate Brokerage Co., Ltd. <sup>(2)</sup>	PRC
Beijing Lianjia Gaoce Real Estate Brokerage Co., Ltd.	PRC
Deyou Real Estate Agency Co., Ltd.	PRC
Shanghai Xiaoheng Internet Technology Co., Ltd.	PRC
Shanghai Deyou Property Consulting Co., Ltd.	PRC
Sichuan Lianjia Real Estate Brokerage Co., Ltd.	PRC
Ningbo Fangjianghu Internet Technology Co., Ltd.	PRC
Tianjin Haibei Information Technology Co., Ltd. <sup>(3)</sup>	PRC
Beike Zhaofang (Beijing) Technology Co., Ltd.	PRC
Beike Zhaofang Technology Co., Ltd.	PRC
Beike Technology Co., Ltd.	PRC
Shanghai Haibi Technology Co., Ltd.	PRC
Deyou (Tianjin) Real Estate Brokerage Service Co., Ltd.	PRC
Shanghai Huibeiju Technology Co., Ltd.	PRC
Shanghai Chenhaibei Internet & Technology Co., Ltd.	PRC
Beijing Beiwoo Decoration Co., Ltd.	PRC
Beike Meijia Supply Chain Management (Zhejiang) Co., Ltd.	PRC
Shengdu Home Renovation Co., Ltd.	PRC
Beijing Meichen Information Consulting Co., Ltd.	PRC
Shanghai Shengyi Investment Management Co., Ltd.	PRC
Beijing Lianjia Rongsheng Management Consulting Co., Ltd.	PRC
Beijing Xinfu Home Rental Co., Ltd.	PRC
Tianjin Haibei Technology Services Co., Ltd.	PRC
<b>Consolidated Variable Interest Entity</b>	<b>Place of Incorporation</b>
Beijing Lianjia Real Estate Brokerage Co., Ltd.	PRC
Beijing Yiju Taihe Technology Co., Ltd.	PRC
Tianjin Xiaowu Information & Technology Co., Ltd.	PRC
<b>Subsidiary of Consolidated Variable Interest Entity</b>	<b>Place of Incorporation</b>
Beijing Zhongrongxin Financing Guarantee Co., Ltd.	PRC
Beijing Ehomepay Technologies Co Ltd.	PRC

Notes:

- (1) 12 wholly-owned PRC subsidiaries for home transaction services were omitted.
- (2) Two wholly-owned PRC subsidiaries for home transaction services were omitted.
- (3) 34 wholly-owned PRC subsidiaries for home transaction services were omitted.

**Certification by the Principal Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, PENG Yongdong, certify that:

1. I have reviewed this annual report on Form 20-F of KE Holdings 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) 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: April 26, 2024

By: /s/ PENG Yongdong

Name: PENG Yongdong

Title: Chief Executive Officer

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**Certification by the Principal Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, XU Tao, certify that:

1. I have reviewed this annual report on Form 20-F of KE Holdings 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer(s) 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: April 26, 2024

By: /s/ XU Tao

\_\_\_\_\_  
Name: XU Tao

Title: Chief Financial Officer

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**Certification by the Principal Executive Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of KE Holdings Inc. (the "Company") on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, PENG Yongdong, 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: April 26, 2024

By: /s/ PENG Yongdong

\_\_\_\_\_  
Name: PENG Yongdong

Title: Chief Executive Officer

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**Certification by the Principal Financial Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of KE Holdings Inc. (the "Company") on Form 20-F for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, XU Tao, 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: April 26, 2024

By: /s/ XU Tao

\_\_\_\_\_  
Name: XU Tao

Title: Chief Financial Officer

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**HARNEYS**

Date: April 26, 2024

056790.0002

**KE Holdings Inc. 贝壳控股有限公司**

the offices of Harneys Fiduciary (Cayman) Limited, 4/F, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands

Dear Sir or Madam

**KE Holdings Inc. 贝壳控股有限公司 (the Company)**

We have acted as legal advisers as to the laws of the Cayman Islands to the Company, an exempted company incorporated with limited liability in the Cayman Islands, in connection with the filing by the Company with the United States Securities and Exchange Commission (the *SEC*) of an annual report on Form 20-F for the year ended 31 December 2023 (*Form 20-F*).

We hereby consent to the reference of our name under the headings “Item 3. Key Information—D. Risk Factors,” “Item 6. Directors, Senior Management and Employees—E. Share Ownership—Enforceability of Civil Liabilities” and “Item 10. Additional Information—E. Taxation—Cayman Islands” in the Form 20-F and further consent to the incorporation by reference in KE Holdings Inc.’s Registration Statements on Form S-8 (File No. 333-254262 and 333-273495) and Registration Statement on Form F-3 (File No. 333-264782) of the summary of our opinion under the headings “Item 3. Key Information—D. Risk Factors,” “Item 6. Directors, Senior Management and Employees—E. Share Ownership—Enforceability of Civil Liabilities” and “Item 10. Additional Information—E. Taxation—Cayman Islands.”

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 faithfully

/s/ Harney Westwood &amp; Riegels

**Harney Westwood & Riegels**

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9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Avenue., Dongcheng District  
Beijing 100738, PRC  
Tel: +86 10 8525 5500 Fax: +86 10 8525 5511 / 8525 5522  
Beijing · Shanghai · Shenzhen · Haikou · Wuhan · Hong Kong  
[www.hankunlaw.com](http://www.hankunlaw.com)

### Consent of Han Kun Law Offices

**To:**

KE Holdings Inc.  
Oriental Electronic Technology Building  
No. 2 Chuangye Road  
Haidian District, Beijing 100086  
People's Republic of China

**Date:** April 26, 2024

Dear Sirs,

We hereby consent to the reference of our name under the headings “Item 3. Key Information—Our Holding Company Structure and the VIE Contractual Arrangements,” “Item 3. Key Information—Permissions Required from the PRC Authorities for Our Operations,” “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company—C. Organizational Structure—Contractual Arrangements with the VIEs and Their Shareholders,” “Item 6. Directors, Senior Management and Employees—E. Share Ownership—Enforceability of Civil Liabilities” and “Item 10. Additional Information—E. Taxation” in KE Holdings Inc.’s Annual Report on Form 20-F for the year ended December 31, 2023 (the “**Annual Report**”), which will be filed with the Securities and Exchange Commission (the “**SEC**”) in the month of April 2023, and further consent to the incorporation by reference in KE Holdings Inc.’s Registration Statements on Form S-8 (File No. 333-254262 and 333-273495) and Form F-3 (File No. 333-264782) of the summary of our opinion under the headings “Item 3. Key Information—Our Holding Company Structure and the VIE Contractual Arrangements,” “Item 3. Key Information—Permissions Required from the PRC Authorities for Our Operations,” “Item 3. Key Information—D. Risk Factors,” “Item 4. Information on the Company—C. Organizational Structure—Contractual Arrangements with the VIEs and Their Shareholders,” “Item 6. Directors, Senior Management and Employees—E. Share Ownership—Enforceability of Civil Liabilities” and “Item 10. Additional Information—E. Taxation” in this Annual Report. We also consent to the filing of this consent letter with the SEC as an exhibit to the Annual Report.

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 faithfully,

/s/ HAN KUN LAW OFFICES

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HAN KUN LAW OFFICES

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (File No. 333-254262 and 333-273495) and Form F-3 (File No. 333-264782) of KE Holdings Inc. of our report dated April 26, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
Beijing, the People's Republic of China  
April 26, 2024

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## KE HOLDINGS INC.

## CLAWBACK POLICY

The Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of KE Holdings Inc. (the “Company”) believes that it is appropriate for the Company to adopt this Clawback Policy (the “Policy”) to be applied to the Executive Officers of the Company and adopts this Policy to be effective as of the Effective Date.

**1. Definitions**

For purposes of this Policy, the following definitions shall apply:

- a) “Company Group” means the Company and each of its subsidiaries or consolidated affiliated entities, as applicable.
  - b) “Covered Compensation” means any Incentive-Based Compensation granted, vested or paid to a person who served as an Executive Officer at any time during the performance period for the Incentive-Based Compensation and that was Received (i) on or after October 2, 2023 (the effective date of the NYSE listing standards), (ii) after the person became an Executive Officer, and (iii) at a time that the Company had a class of securities listed on a national securities exchange or a national securities association such as the NYSE.
  - c) “Effective Date” means December 1, 2023.
  - d) “Erroneously Awarded Compensation” means the amount of Covered Compensation granted, vested or paid to a person during the fiscal period when the applicable Financial Reporting Measure relating to such Covered Compensation was attained that exceeds the amount of Covered Compensation that otherwise would have been granted, vested or paid to the person had such amount been determined based on the applicable Restatement, computed without regard to any taxes paid (i.e., on a pre-tax basis). For Covered Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the Committee will determine the amount of such Covered Compensation that constitutes Erroneously Awarded Compensation, if any, based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Covered Compensation was granted, vested or paid and the Committee shall maintain documentation of such determination and provide such documentation to the NYSE.
  - e) “Exchange Act” means the U.S. Securities Exchange Act of 1934.
  - f) “Executive Officer” means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of the Company’s parent(s) or subsidiaries are deemed executive officers of the Company if they perform such policy-making functions for the Company. “Policy-making function” does not include policy-making functions that are not significant. Both current and former Executive Officers are subject to the Policy in accordance with its terms.
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- g) “Financial Reporting Measure” means (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures and may consist of IFRS/U.S. GAAP or non-IFRS/non-U.S. GAAP financial measures (as defined under Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Exchange Act), (ii) stock price or (iii) total shareholder return. Financial Reporting Measures need not be presented within the Company’s financial statements or included in a filing with the SEC.
- h) “Home Country” means the Company’s jurisdiction of incorporation, i.e., the Cayman Islands.
- i) “Incentive-Based Compensation” means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
- j) “Lookback Period” means the three completed fiscal years (plus any transition period of less than nine months that is within or immediately following the three completed fiscal years and that results from a change in the Company’s fiscal year) immediately preceding the date on which the Company is required to prepare a Restatement for a given reporting period, with such date being the earlier of: (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare a Restatement. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on if or when the Restatement is actually filed.
- k) “NYSE” means the New York Stock Exchange.
- l) “Received”: Incentive-Based Compensation is deemed “Received” in the Company’s fiscal period during which the Financial Reporting Measure specified in or otherwise relating to the Incentive-Based Compensation award is attained, even if the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.
- m) “Restatement” means a required accounting restatement of any Company financial statement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including (i) to correct an error in previously issued financial statements that is material to the previously issued financial statements (commonly referred to as a “Big R” restatement) or (ii) to correct an error in previously issued financial statements that is not material to the previously issued financial statements but that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (commonly referred to as a “little r” restatement). Changes to the Company’s financial statements that do not represent error corrections under the then-current relevant accounting standards will not constitute Restatements. Recovery of any Erroneously Awarded Compensation under the Policy is not dependent on fraud or misconduct by any person in connection with the Restatement.

n) “SEC” means the U.S. Securities and Exchange Commission.

## **2. Recovery of Erroneously Awarded Compensation**

In the event of a Restatement, any Erroneously Awarded Compensation Received during the Lookback Period prior to the Restatement (a) that is then-outstanding but has not yet been paid shall be automatically and immediately forfeited and (b) that has been paid to any person shall be subject to reasonably prompt repayment to the Company Group in accordance with Section 3 of this Policy. The Committee must pursue (and shall not have the discretion to waive) the forfeiture and/or repayment of such Erroneously Awarded Compensation in accordance with Section 3 of this Policy, except as provided below.

Notwithstanding the foregoing, the Committee (or, if the Committee is not a committee of the Board responsible for the Company’s executive compensation decisions and composed entirely of independent directors, a majority of the independent directors serving on the Board) may determine not to pursue the forfeiture and/or recovery of Erroneously Awarded Compensation from any person if the Committee determines that such forfeiture and/or recovery would be impracticable due to any of the following circumstances: (i) the direct expense paid to a third party (for example, reasonable legal expenses and consulting fees) to assist in enforcing the Policy would exceed the amount to be recovered, including the costs that could be incurred if pursuing such recovery would violate local laws other than the Company’s Home Country laws (following reasonable attempts by the Company Group to recover such Erroneously Awarded Compensation, the documentation of such attempts, and the provision of such documentation to the NYSE), (ii) pursuing such recovery would violate the Company’s Home Country laws adopted prior to November 28, 2022 (provided that the Company obtains an opinion of Home Country counsel acceptable to the NYSE that recovery would result in such a violation and provides such opinion to the NYSE), or (iii) recovery would likely cause any otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of Company Group, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

## **3. Means of Repayment**

In the event that the Committee determines that any person shall repay any Erroneously Awarded Compensation, the Committee shall provide written notice to such person by email or certified mail to the physical address on file with the Company Group for such person, and the person shall satisfy such repayment in a manner and on such terms as required by the Committee, and the Company Group shall be entitled to set off the repayment amount against any amount owed to the person by the Company Group, to require the forfeiture of any award granted by the Company Group to the person, or to take any and all necessary actions to reasonably promptly recover the repayment amount from the person, in each case, to the fullest extent permitted under applicable law, including without limitation, Section 409A of the U.S. Internal Revenue Code and the regulations and guidance thereunder. If the Committee does not specify a repayment timing in the written notice described above, the applicable person shall be required to repay the Erroneously Awarded Compensation to the Company Group by wire, cash or cashier’s check no later than thirty (30) days after receipt of such notice.

#### **4. No Indemnification**

No person shall be indemnified, insured or reimbursed by the Company Group in respect of any loss of compensation by such person in accordance with this Policy, nor shall any person receive any advancement of expenses for disputes related to any loss of compensation by such person in accordance with this Policy, and no person shall be paid or reimbursed by the Company Group for any premiums paid by such person for any third-party insurance policy covering potential recovery obligations under this Policy. For this purpose, “indemnification” includes any modification to current compensation arrangements or other means that would amount to *de facto* indemnification (for example, providing the person a new cash award which would be cancelled to effect the recovery of any Erroneously Awarded Compensation). In no event shall the Company Group be required to award any person an additional payment if any Restatement would result in a higher incentive compensation payment.

#### **5. Miscellaneous**

This Policy generally will be administered and interpreted by the Committee, provided that the Board may, from time to time, exercise discretion to administer and interpret this Policy, in which case, all references herein to “Committee” shall be deemed to refer to the Board. Any determination by the Committee with respect to this Policy shall be final, conclusive and binding on all interested parties. Any discretionary determinations of the Committee under this Policy, if any, need not be uniform with respect to all persons, and may be made selectively amongst persons, whether or not such persons are similarly situated.

This Policy is intended to satisfy the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, and any related rules or regulations promulgated by the SEC or the NYSE, including any additional or new requirements that become effective after the Effective Date which upon effectiveness shall be deemed to automatically amend this Policy to the extent necessary to comply with such additional or new requirements.

The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to applicable law. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy. Recovery of Erroneously Awarded Compensation under this Policy is not dependent upon the Company Group satisfying any conditions in this Policy, including any requirements to provide applicable documentation to the NYSE.

The rights of the Company Group under this Policy to seek forfeiture or reimbursement are in addition to, and not in lieu of, any rights of recovery, or remedies or rights other than recovery, that may be available to the Company Group pursuant to the terms of any law, government regulation or stock exchange listing requirement or any other policy, code of conduct, employee handbook, employment agreement, equity award agreement, or other plan or agreement of the Company Group.

#### **6. Amendment and Termination**

To the extent permitted by, and in a manner consistent with applicable law, including SEC and NYSE rules, the Committee may terminate, suspend or amend this Policy at any time in its discretion.

## **7. Successors**

This Policy shall be binding and enforceable against all persons and their respective beneficiaries, heirs, executors, administrators or other legal representatives with respect to any Covered Compensation granted, vested or paid to or administered by such persons or entities.