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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 3)\*

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**Gridsum Holding Inc.**  
(Name of Issuer)

Class B Ordinary Shares, par value \$0.001 per share  
(Title of Class of Securities)

398132100  
(CUSIP Number)

Guosheng Qi  
Generation Gospel Limited  
Fairy Spirit Limited  
c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China  
Telephone: (86-10) 8261-9988

Guofa Yu  
Garden Enterprises Ltd.  
c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China  
Telephone: (86-10) 8261-9988

*With copies to:*

Stephanie Tang, Esq.  
Hogan Lovells  
11th Floor, One Pacific Place  
88 Queensway, Hong Kong  
(852) 2840 5026

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 15, 2020  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS. Guosheng Qi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 9,336,128 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 9,336,128 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,336,128 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27.0% (2) (representing 66.6% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

- (1) Consists of (i) 4,543,461 Class A ordinary shares, par value \$0.001 per share (the "Class A Ordinary Shares") held by Generation Gospel Limited, (ii) 937,500 Class B ordinary shares, par value \$0.001 per share (the "Class B Ordinary Shares", and together with Class A Ordinary Shares, the "Ordinary Shares") directly held by Mr. Qi or held by Generation Gospel Limited, (iii) 3,563,501 Class B Ordinary Shares held by Fairy Spirit Limited, and (iv) 291,666 Class B Ordinary Shares that Mr. Qi or Generation Gospel Limited is entitled to acquire upon exercise of options held by it under the stock option plan (the "Stock Option Plan") as set forth in the Issuer's Annual Report on Form 20-F for the year ended December 31, 2018, which was filed with the Securities and Exchange Commission (the "SEC") on April 24, 2019.
- (2) Based on 34,540,511 Ordinary Shares outstanding as of September 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on December 23, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Generation Gospel Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER 5,711,168 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 5,711,168 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,711,168 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.5% (2) (representing 61.8% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of (i) 4,543,461 Class A Ordinary Shares, (ii) 890,625 Class B Ordinary Shares, and (iii) 277,082 Class B Ordinary Shares that Generation Gospel Limited is entitled to acquire upon exercise of options held by it under the Stock Option Plan. Generation Gospel Limited is wholly owned and controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 34,540,511 Ordinary Shares outstanding as of September 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on December 23, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Fairy Spirit Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER 3,563,501 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 3,563,501 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,563,501 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%(2) (representing 4.7% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of 3,563,501 Class B Ordinary Shares held by Fairy Spirit Limited. Fairy Spirit Limited is controlled by Mr. Guosheng Qi, its sole director.
- (2) Based on 34,540,511 Ordinary Shares outstanding as of September 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on December 23, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Guofa Yu	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER 1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,393,038 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd.

(2) Based on 34,540,511 Ordinary Shares outstanding as of September 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on December 23, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.

(3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

1	NAMES OF REPORTING PERSONS. Garden Enterprises Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7	SOLE VOTING POWER 1,393,038 Ordinary Shares(1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 1,393,038 Ordinary Shares(1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,393,038 Ordinary Shares(1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.0% (2) (representing 1.8% of the voting power of the total outstanding Ordinary Shares (including Class A Ordinary Shares and Class B Ordinary Shares) of the Issuer) (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Consists of 1,393,038 Class B Ordinary Shares held by Garden Enterprises Ltd. Garden Enterprises Ltd. is wholly owned and controlled by Mr. Guofa Yu, its sole director.
- (2) Based on 34,540,511 Ordinary Shares outstanding as of September 30, 2019, as set forth in the Issuer's current report on Form 6-K furnished to the SEC on December 23, 2019, assuming conversion of all Class A Ordinary Shares into the same number of Class B Ordinary Shares.
- (3) Each Class A Ordinary Share is entitled to ten votes per share, whereas each Class B Ordinary Share is entitled to one vote per share. See Item 5.

**Item 1. Security and Issuer.**

This Amendment No. 3 (this "Statement") amends the Schedule 13D jointly filed by Guosheng Qi ("Mr. Qi"), Generation Gospel Limited ("Generation Gospel"), Fairy Spirit Limited ("Fairy Spirit"), Guofa Yu ("Mr. Yu") and Garden Enterprises Ltd. ("Garden Enterprises") with the SEC on July 25, 2019 (the "Original 13D"), relating to Class B Ordinary Shares of the Issuer, as previously amended by Amendment No. 1 filed with the SEC on November 15, 2019 ("Amendment No. 1") and Amendment No. 2 filed with the SEC on May 4, 2020 ("Amendment No. 2"). Unless otherwise stated herein, the Original 13D, as amended by Amendment No. 1 and Amendment No. 2, remains in full force and effect. Terms used therein and not defined herein have the meanings ascribed thereto in the Original 13D.

**Item 4. Purpose of Transaction.**

Item 4 is hereby amended and supplemented as follows:

On May 15, 2020, Trade in Service Innovation Investment Fund (服务贸易创新发展引导基金 (有限合伙)) ("Innovation Fund") executed and delivered an adherence agreement (the "Third Adherence Agreement") to the Consortium Agreement (incorporated herewith as Exhibit 99.7), pursuant to which Innovation Fund became a party to the Consortium Agreement. Innovation Fund, Hangzhou Yutao, Banyan and the Original Consortium, collectively, are referred to in this Statement as the "Consortium". References to the Third Adherence Agreement in this Statement are qualified in their entirety by reference to the Third Adherence Agreement, which is attached hereto as exhibit and is incorporated herein by reference as if set forth in its entirety herein.

**Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of the Issuer.**

Item 6 is hereby amended and restated in its entirety as follows:

The information set forth in Item 4 of this Statement is incorporated by reference in this Item 6.

To the best knowledge of the Reporting Persons, except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

**Item 7. Material to be Filed as Exhibits.**

Exhibit 99.1 – Joint Filing Agreement by and among the Reporting Persons, dated July 25, 2019 (incorporated by reference to Exhibit 99.1 to the Original 13D filed on July 25, 2019 with the SEC).

Exhibit 99.2 – Proposal to the board of directors of the Issuer from the Consortium Members (as defined therein), dated July 15, 2019 (incorporated by reference to Exhibit 99.2 to the Original 13D filed on July 25, 2019 with the SEC).

Exhibit 99.3 – Consortium Agreement by and among the Management Parties (as defined therein) and the Initial Sponsor (as defined therein), dated July 15, 2019 (incorporated by reference to Exhibit 99.3 to the Original 13D filed on July 25, 2019 with the SEC).

**CUSIP No. 398132100**

Exhibit 99.4 – Adherence Agreement to the Consortium Agreement executed and delivered by Banyan, dated November 15, 2019 (incorporated by reference to Exhibit 99.4 to the Amendment No. 1 filed on November 15, 2019 with the SEC).

Exhibit 99.5 – Adherence Agreement to the Consortium Agreement executed and delivered by Hangzhou Yutao, Banyan, the Management Parties (as defined therein) and the Initial Sponsor (as defined therein) dated May 1, 2020 (incorporated by reference to Exhibit 99.5 to the Amendment No. 2 filed on May 4, 2020 with the SEC).

Exhibit 99.6 – Revised Proposal to the board of directors of the Issuer from the Consortium Members (as defined therein), dated May 1, 2020 (incorporated by reference to Exhibit 99.6 to the Amendment No. 2 filed on May 4, 2020 with the SEC).

Exhibit 99.7 – Adherence Agreement to the Consortium Agreement executed and delivered by Innovation Fund, Hangzhou Yutao, Banyan, the Management Parties (as defined therein) and the Initial Sponsor (as defined therein), dated May 15, 2020.



**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Date: May 15, 2020

**Guosheng Qi**

/s/ Guosheng Qi

**Generation Gospel Limited**

By: /s/ Guosheng Qi  
Name: Guosheng Qi  
Title: Authorized Signatory

**Fairy Spirit Limited**

By: /s/ Guosheng Qi  
Name: Guosheng Qi  
Title: Authorized Signatory

**Guofa Yu**

/s/ Guofa Yu

**Garden Enterprises Ltd.**

By: /s/ Guofa Yu  
Name: Guofa Yu  
Title: Authorized Signatory

[Signature Page to Schedule 13D]

## ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT is made as of May 15, 2020 (the “Agreement”), by (i) Trade in Service Innovation Investment Fund (服务贸易创新发展引导基金 (有限合伙)) (the “Additional Sponsor”), (ii) Guosheng Qi (the “Chairman”), (iii) Generation Gospel Limited, a British Virgin Islands business company wholly-owned by the Chairman (together with the Chairman, the “Chairman Parties”), (iv) Guofa Yu, (v) Garden Enterprises Ltd., a British Virgin Islands business company wholly-owned by Guofa Yu, (vi) Fairy Spirit Limited, a British Virgin Islands business company controlled by the Chairman (together with Guofa Yu, Garden Enterprises Ltd. and the Chairman Parties, the “Management Parties”), (vii) Beta Dynamic Limited, a British Virgin Islands business company (the “Initial Sponsor”), (viii) Shenzhen Qianhai Banyan Capital Investment & Management Co., Ltd (the “First Additional Sponsor”), and (ix) Hangzhou Yutao Capital Co., Ltd (杭州煜韬资产管理合伙企业 (有限合伙)) (the “Second Additional Sponsor”, collectively with the Management Parties, the Initial Sponsor and the First Additional Sponsor, the “Existing Members”).

WHEREAS, on July 15, 2019, the Management Parties and the Initial Sponsor entered into a consortium agreement (the “Consortium Agreement”) and propose to undertake an acquisition transaction (the “Transaction”) with respect to Gridsum Holding Inc., an exempted company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the “Target”), pursuant to which the Target would be delisted from NASDAQ Global Select Market and deregistered under the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”);

WHEREAS, Additional Sponsor(s) may be admitted to the Consortium in the sole discretion of the Chairman pursuant to Section 1.3(e) of the Consortium Agreement; provided that any Additional Sponsor admitted to the Consortium shall execute an adherence agreement to the Consortium Agreement in form and substance to be agreed by the parties to the Consortium Agreement;

WHEREAS, the First Additional Sponsor was admitted to the Consortium as an Additional Sponsor by the Chairman pursuant to an adherence agreement dated November 15, 2019;

WHEREAS, the Second Additional Sponsor was admitted to the Consortium as an Additional Sponsor by the Chairman pursuant to an adherence agreement dated May 1, 2020;

WHEREAS, the Existing Members submitted a revised proposal to the board of directors of the Target to revise the offer price of the Transaction on May 1, 2020;

WHEREAS, the Additional Sponsor now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a party thereto; and

WHEREAS, the Chairman now wishes to admit the Additional Sponsor in the Consortium on behalf of the Consortium.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS AND CONSTRUCTION**

- 1.1 Definitions. Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.
- 1.2 Construction. This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. **UNDERTAKINGS**

- 2.1 Assumption of Obligations. The Additional Sponsor undertakes to each Party to the Consortium Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of an Additional Sponsor, a Sponsor, or a Party (as applicable) as if it had been an Additional Sponsor, a Sponsor, or a Party (as applicable) to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to an "Additional Sponsor", a "Sponsor" or a "Party" it shall be deemed to include a reference to the Additional Sponsor and with effect from the date hereof, all the rights of an Additional Sponsor, a Sponsor or a Party provided under the Consortium Agreement will be accorded to the Additional Sponsor as if the Additional Sponsor had been an Additional Sponsor, a Sponsor or a Party (as applicable) under the Consortium Agreement at the date of execution thereof.

3. **REPRESENTATIONS AND WARRANTIES**

- 3.1 Representations and Warranties. The Additional Sponsor hereby represents and warrants, on behalf of itself only, to the other Parties that:
- (a) it has the requisite power and authority to execute, deliver and perform this Agreement;
  - (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of the Additional Sponsor and no additional proceedings are necessary to approve this Agreement;
  - (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of the Additional Sponsor enforceable against it in accordance with the terms hereof;
  - (d) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which the Additional Sponsor is a party or by which the Additional Sponsor is bound, or any office the Additional Sponsor holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to the Additional Sponsor or any of its properties and assets, or (iii) result in the creation of, or impose any obligation on the Additional Sponsor to create, any lien, charge or other encumbrance of any nature whatsoever upon the Additional Sponsor's properties or assets;
  - (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of the Additional Sponsor; and

(f) as of the date of this Agreement, (i) the Additional Sponsor holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading “Shares Held of Record” next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), and (B) the other Securities of the Target set forth under the heading “Other Securities” next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the Additional Sponsor has the sole right to control the voting and disposition of the Target Ordinary Shares (if any) and any other Securities (if any) held by the Additional Sponsor; and (iii) the Additional Sponsor does not own, directly or indirectly, any Target Ordinary Shares or other Securities other than as set forth on Schedule A hereto.

For purposes of this Section 3.1, “owns” means the relevant Party (x) is the record holder of such security or (y) is the “beneficial owner” (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

3.2 **Reliance.** The Additional Sponsor acknowledges that the Existing Members have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Section 3.1 given by the Additional Sponsor and have been induced by them to enter into this Agreement.

#### 4. **NOTICES**

4.1 Any notice, request, instruction or other document to be provided hereunder by any party hereto to another party hereto shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile, overnight courier or electronic mail, to the address provided under such other party’s signature page hereto, or to such other address or facsimile number or electronic mail address as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

#### 5. **MISCELLANEOUS**

5.1 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

5.2 **Dispute Resolution.** Section 9.9 of the Consortium Agreement shall apply *mutatis mutandis* to this Agreement.

5.3 **Specific Performance.** Each party hereto acknowledges and agrees that the other parties hereto would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each party hereto shall be entitled to bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement.

*[Remainder of the page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Trade in Service Innovation Investment Fund**  
**(服务贸易创新发展引导基金 (有限合伙))**

By: /s/ Li Xiang Hai  
Name: Li Xiang Hai  
Title: Authorized Signatory

Notice shall be provided to:

Attention: Liu Zheng  
Address: 22/F, Building #3, Yard No. 1, Yuetan South  
Street, Xicheng District, Beijing, People's  
Republic of China, 100045

*[Adherence Agreement Signature Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Hangzhou Yutao Capital Co., Ltd**  
**(杭州煜韬资产管理合伙企业(有限合伙))**

By: /s/ Zhang Chuanjun  
Name: Zhang Chuanjun  
Title: Authorized Signatory

Notice shall be provided to:

Attention: Duan Han  
Address: Rm B1117, No. 22 Dongsishitiao(jia)  
Dongcheng District, Beijing, People's Republic  
of China, 100007

*[Adherence Agreement Signature Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**SHENZHEN QIANHAI BANYAN CAPITAL  
INVESTMENT & MANAGEMENT CO., LTD**

By: /s/ Xiangming Qu  
Name: Xiangming Qu  
Title: Authorized Signatory

Notice shall be provided to:

Attention: Xiangming Qu  
Address: NO 8E Building3 Jinsenianhua Liantang Luohu  
Dist. Qianhai Shenzhen  
People's Republic of China 518000

*[Adherence Agreement Signature Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Guosheng Qi**

/s/ Guosheng Qi

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**Generation Gospel Limited**

By: /s/ Guosheng Qi

Name: Guosheng Qi

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guosheng Qi

Address: c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China

*[Adherence Agreement Signature Page]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Guofa Yu**

/s/ Guofa Yu

---

**Garden Enterprises Ltd.**

By: /s/ Guofa Yu

Name: Guofa Yu

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guofa Yu

Address: c/o South Wing, High Technology Building  
No. 229 North 4th Ring Road,  
Haidian District, Beijing 100083  
People's Republic of China

*[Adherence Agreement Signature Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Fairy Spirit Limited**

By: /s/ Guosheng Qi  
Name: Guosheng Qi  
Title: Authorized Signatory

Notice shall be provided to:

Attention: Guosheng Qi  
Address: c/o South Wing, High Technology Building,  
No. 229 North 4th Ring Road  
Haidian District, Beijing 100083  
People's Republic of China

*[Adherence Agreement Signature Page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

**Beta Dynamic Limited**

By: /s/ CHEUNG Siu Fai

Name: CHEUNG Siu Fai

Title: Authorized Signatory

Notice shall be provided to:

Attention:

Address: c/o 3607-09, 36/F ICBC Tower  
3 Garden Road, Central  
Hong Kong

*[Adherence Agreement Signature Page]*

**Schedule A**

Party	Shares Held of Record		
	Ordinary Shares (including options to purchase Ordinary Shares)	ADs	Other Securities
<b>Trade in Service Innovation Investment Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>

*[Schedule A to Adherence Agreement]*