

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

**FURTHER INFORMATION ABOUT US**

**Our incorporation**

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on June 23, 2008 under our former name, Sequel Limited, and adopted our current name in October 20, 2011. We have registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance with an address at Room 1901, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong. Kwok Siu Ying Sarah has been appointed as our authorized representative for the acceptance of service of process and notices in Hong Kong.

As we were incorporated in the Cayman Islands, our corporate structure and Memorandum and Articles of Association are subject to the relevant laws and regulations of the Cayman Islands. A summary of the relevant laws and regulations of the Cayman Islands and of the Memorandum and Articles of Association is set out in “Summary of our Constitution of and Cayman Companies Law” in Appendix III.

**Changes in our share capital**

As at December 31, 2020, we had an authorized share capital of US\$1,000,000,000, divided into 100,000,000,000 shares of a nominal or par value of US\$0.01, of which (i) 99,931,211,060, shall be designated as Class A Ordinary Shares and (ii) 68,788,940 shall be designated as Class B Ordinary Shares, and our issued share capital was 119,707,313 Class A Ordinary Shares and zero Class B Ordinary Shares.

The following tables set out the changes in the share capital of our Company during the periods presented in this document:

	<b>Fiscal year ended December 31, 2018</b>		
	<b>Class A Ordinary Share</b>	<b>Class B Ordinary Share</b>	<b>Shareholders' Equity</b>
			<b>(US\$)</b>
Balances as at January 1, 2018 .....	117,140,856	0	1,171,409
Exercise and vesting of share-based awards .....	915,489	0	9,155
Balances as at December 31, 2018 .....	<u>118,056,345</u>	<u>0</u>	<u>1,180,563</u>

	<b>Fiscal year ended December 31, 2019</b>		
	<b>Class A Ordinary Share</b>	<b>Class B Ordinary Share</b>	<b>Shareholders' Equity</b>
			<b>(US\$)</b>
Balances as at January 1, 2019 .....	118,056,345	0	1,180,563
Exercise and vesting of share-based awards .....	870,342	0	8,703
Balances as at December 31, 2019 .....	<u>118,926,687</u>	<u>0</u>	<u>1,189,267</u>

	<b>Fiscal year ended December 31, 2020</b>		
	<b>Class A Ordinary Share</b>	<b>Class B Ordinary Share</b>	<b>Shareholders' Equity</b>
			<b>(US\$)</b>
Balances as at January 1, 2020 .....	118,926,687	0	1,189,267
Exercise and vesting of share-based awards .....	878,220	0	8,782
Balances as at December 31, 2020 .....	<u>119,804,907</u>	<u>0</u>	<u>1,198,049</u>

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On February 5, 2021, our Shareholders resolved to, among other things, conduct the Share Re-designation and Share Subdivision with immediate effect, pursuant to which (i) each Class A Ordinary Share (whether issued or unissued) and Class B Ordinary Share (whether issued or unissued) shall be re-designated to an ordinary share with a par value of US\$0.01 each; and (ii) immediately after the Share Re-designation, each ordinary share (whether issued or unissued) with a par value of US\$0.01 each shall be subdivided into four Shares with a par value of US\$0.0025 each. After the Share Re-designation and Share Subdivision, the authorized share capital of the Company became US\$1,000,000,000 divided into 400,000,000,000 Shares with a par value of US\$0.0025 each.

The total number of our total ordinary shares outstanding was 479,723,740, excluding 4,925,460 Class A Ordinary Shares that had been issued and reserved for the purpose of our Share Incentive Plans as of the Latest Practicable Date.

### Changes in the share capital of our Major Subsidiaries

There has been no alteration in the share capital of our Major Subsidiaries within the two years immediately preceding the date of this document.

### SHARE INCENTIVE PLANS

For information on our Company’s share incentive plans, see “Directors and Senior Management—Compensation.”

### FURTHER INFORMATION ABOUT OUR BUSINESS

#### Summary of material contracts

The following contract (not being contract entered into in the ordinary course of business) was entered into by our Group within the two years preceding the date of this document and is material:

- (a) the exclusive technical consulting and services agreement dated February 19, 2021 entered into between Beijing Autohome Information Technology Co., Ltd. (北京車之家信息技術有限公司, “**Autohome Information**”) and Beijing Cheerbright Technologies Co., Ltd. (北京齊爾布萊特科技有限公司, “**Autohome WFOE**”), pursuant to which Autohome WFOE has the exclusive right to provide to Autohome Information comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Autohome Information to ensure the cash flow requirements of its day-to-day operations;
- (b) the loan agreement dated February 19, 2021 entered into between Autohome WFOE and Long Quan (龍泉), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Long Quan to be used solely for the purpose of making capital contributions to the registered capital of Autohome Information;
- (c) the loan agreement dated February 19, 2021 entered into between Autohome WFOE and Lei Haiyun (雷海雲), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Lei Haiyun to be used solely for the purpose of making capital contributions to the registered capital of Autohome Information;
- (d) the equity option agreement dated February 19, 2021 entered into among Autohome WFOE, Long Quan (龍泉), and Autohome Information, pursuant to which Long Quan agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Information at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;

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- (e) the equity option agreement dated February 19, 2021 entered into among Autohome WFOE, Lei Haiyun (雷海雲), and Autohome Information, pursuant to which Lei Haiyun agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Information at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (f) the equity interest pledge agreement dated February 19, 2021 entered into between Autohome WFOE and Long Quan (龍泉), pursuant to which Long Quan agreed to pledge to Autohome WFOE all of his equity interests in Autohome Information to secure the performance of his obligations and Autohome Information’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
- (g) the equity interest pledge agreement dated February 19, 2021 entered into between Autohome WFOE and Lei Haiyun (雷海雲), pursuant to which Lei Haiyun agreed to pledge to Autohome WFOE all of his equity interests in Autohome Information to secure the performance of his obligations and Autohome Information’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
- (h) the power of attorney dated February 19, 2021 executed by Long Quan (龍泉), pursuant to which Long Quan appointed Autohome WFOE, or any person designated by Autohome WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and to exercise full voting rights as the shareholders of Autohome Information, including the rights to appoint directors and management personnel;
- (i) the power of attorney dated February 19, 2021 executed by Lei Haiyun (雷海雲), pursuant to which Lei Haiyun appointed Autohome WFOE, or any person designated by Autohome WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Autohome Information, including the rights to appoint directors and management personnel;
- (j) the exclusive technical consulting and services agreement dated February 19, 2021 entered into between Beijing Chezhiying Technologies Co., Ltd. (北京車智贏科技有限公司, “**Chezhiying WFOE**”) and Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (北京盛拓鴻遠信息技術有限公司, “**Shengtuo Hongyuan**”), pursuant to which Chezhiying WFOE has the exclusive right to provide to Shengtuo Hongyuan comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Shengtuo Hongyuan to ensure the cash flow requirements of its day-to-day operations;
- (k) the loan agreement dated February 19, 2021 entered into between Chezhiying WFOE and Long Quan (龍泉), pursuant to which Chezhiying WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Long Quan to be used solely for the purpose of making capital contributions to the registered capital of Shengtuo Hongyuan;
- (l) the loan agreement dated February 19, 2021 entered into between Chezhiying WFOE and Lei Haiyun (雷海雲), pursuant to which Chezhiying WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Lei Haiyun to be used solely for the purpose of making capital contributions to the registered capital of Shengtuo Hongyuan;
- (m) the equity option agreement dated February 19, 2021 entered into among Chezhiying WFOE, Long Quan (龍泉), and Shengtuo Hongyuan, pursuant to which Long Quan agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Shengtuo Hongyuan at a price equivalent to the lowest price permitted by PRC law to be exercised at any

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- time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (n) the equity option agreement dated February 19, 2021 entered into among Chezhiying WFOE, Lei Haiyun (雷海雲), and Shengtuo Hongyuan, pursuant to which Lei Haiyun agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Shengtuo Hongyuan at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
  - (o) the equity interest pledge agreement dated February 19, 2021 entered into between Chezhiying WFOE and Long Quan (龍泉), pursuant to which Long Quan agreed to pledge to Chezhiying WFOE all of his equity interests in Shengtuo Hongyuan to secure the performance of his obligations and Shengtuo Hongyuan’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
  - (p) the equity interest pledge agreement dated February 19, 2021 entered into between Chezhiying WFOE and Lei Haiyun (雷海雲), pursuant to which Lei Haiyun agreed to pledge to Chezhiying WFOE all of his equity interests in Shengtuo Hongyuan to secure the performance of his obligations and Shengtuo Hongyuan’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
  - (q) the power of attorney dated February 19, 2021 executed by Long Quan (龍泉), pursuant to which Long Quan appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Shengtuo Hongyuan, including the rights to appoint directors and management personnel;
  - (r) the power of attorney dated February 19, 2021 executed by Lei Haiyun (雷海雲), pursuant to which Lei Haiyun appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Shengtuo Hongyuan, including the rights to appoint directors and management personnel; and
  - (s) the [REDACTED].

### Summary of the Contractual Arrangements

As described in “History and Corporate Structure—Contractual Arrangements”, our Company or its Major Subsidiaries entered into the following contracts in relation to the Contractual Arrangements:

#### *Contractual Arrangements with Autohome WFOE*

- (a) the exclusive technology consulting and services agreement dated February 19, 2021 entered into between Beijing Cheerbright Technologies Co., Ltd. (北京齊爾布萊特科技有限公司, “**Autohome WFOE**”) and Beijing Autohome Information Technology Co., Ltd. (北京車之家信息技術有限公司, “**Autohome Information**”), pursuant to which Autohome WFOE has the exclusive right to provide to Autohome Information comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Autohome Information to ensure the cash flow requirements of its day-to-day operations;
- (b) the exclusive technology consulting and services agreement dated September 30, 2016 entered into between Autohome WFOE and Beijing Shengtuo Autohome Advertising Co., Ltd. (北京盛拓車之家廣告有限公司, “**Autohome Advertising**”), pursuant to which Autohome WFOE has the

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- exclusive right to provide to Autohome Advertising comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Autohome Advertising to ensure the cash flow requirements of its day-to-day operations;
- (c) the exclusive technology consulting and services agreement dated September 30, 2016 entered into between Autohome WFOE and Beijing Shengtuo Chengshi Advertisement Co., Ltd. (北京盛拓成石廣告有限公司, “**Chengshi Advertising**”), pursuant to which Autohome WFOE has the exclusive right to provide to Chengshi Advertising comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Chengshi Advertising to ensure the cash flow requirements of its day-to-day operations;
- (d) the loan agreement dated February 19, 2021 entered into between Autohome WFOE and Quan Long (龍泉), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Quan Long to be used solely for the purpose of making capital contributions to the registered capital of Autohome Information;
- (e) the loan agreement dated February 19, 2021 entered into between Autohome WFOE and Haiyun Lei (雷海雲), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Haiyun Lei to be used solely for the purpose of making capital contributions to the registered capital of Autohome Information;
- (f) the equity option agreement dated February 19, 2021 entered into among Autohome WFOE, Quan Long (龍泉), and Autohome Information, pursuant to which Quan Long agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Information at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (g) the equity option agreement dated February 19, 2021 entered into among Autohome WFOE, Haiyun Lei (雷海雲), and Autohome Information, pursuant to which Haiyun Lei agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Information at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (h) the equity option agreement dated September 30, 2016 entered into among Autohome WFOE, Autohome Information, and Autohome Advertising, pursuant to which Autohome Information agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Advertising at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties;
- (i) the equity option agreement dated September 30, 2016 entered into among Autohome WFOE, Autohome Information, and Chengshi Advertising, pursuant to which Autohome Information agreed to irrevocably grant to Autohome WFOE an option to purchase all or part of his equity interests in Autohome Advertising at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties;
- (j) the equity interest pledge agreement dated February 19, 2021 entered into between Autohome WFOE and Quan Long (龍泉), pursuant to which Quan Long agreed to pledge to Autohome WFOE all of his equity interests in Autohome Information to secure the performance of his obligations and Autohome Information’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
- (k) the equity interest pledge agreement dated February 19, 2021 entered into between Autohome WFOE and Haiyun Lei (雷海雲), pursuant to which Haiyun Lei agreed to pledge to Autohome



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WFOE all of his equity interests in Autohome Information to secure the performance of his obligations and Autohome Information’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;

- (l) the equity interest pledge agreement dated September 30, 2016 entered into between Autohome WFOE and Autohome Information, pursuant to which Autohome Information agreed to pledge to Autohome WFOE all of its equity interests in Chengshi Advertising to secure the performance of its obligations under the equity option agreement and the obligations of Chengshi Advertising under the exclusive technology consulting and service agreements;
- (m) the equity interest pledge agreement dated September 30, 2016 entered into between Autohome WFOE and Autohome Information, pursuant to which Autohome Information agreed to pledge to Autohome WFOE all of its equity interests in Autohome Advertising to secure the performance of its obligations under the equity option agreement and the obligations of Autohome Advertising under the exclusive technology consulting and service agreements;
- (n) the irrevocable power of attorney dated February 19, 2021 executed by Quan Long (龍泉), pursuant to which Quan Long appointed Autohome WFOE, or any person designated by Autohome WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and to exercise full voting rights as the shareholders of Autohome Information, including the rights to appoint directors and management personnel;
- (o) the irrevocable power of attorney dated February 19, 2021 executed by Haiyun Lei (雷海雲), pursuant to which Haiyun Lei appointed Autohome WFOE, or any person designated by Autohome WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Autohome Information, including the rights to appoint directors and management personnel;
- (p) the irrevocable power of attorney dated September 30, 2016 executed by Autohome Information, pursuant to which Autohome Information appointed Autohome WFOE, or any person designated by Autohome WFOE, as its attorney-in-fact, to vote on its behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Autohome Advertising, including the rights to appoint directors and management personnel; and
- (q) the irrevocable power of attorney dated September 30, 2016 executed by Autohome Information, pursuant to which Autohome Information appointed Autohome WFOE, or any person designated by Autohome WFOE, as its attorney-in-fact, to vote on its behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Chengshi Advertising, including the rights to appoint directors and management personnel.

### *Contractual Arrangements with Chezhiying WFOE*

- (a) the exclusive technology consulting and services agreement dated February 19, 2021 entered into between Beijing Chezhiying Technology Co., Ltd. (北京車智贏科技有限公司, “**Chezhiying WFOE**”) and Beijing Shengtuo Hongyuan Information Technology Co., Ltd. (北京盛拓鴻遠信息技術有限公司, “**Shengtuo Hongyuan**”), pursuant to which Chezhiying WFOE has the exclusive right to provide to Shengtuo Hongyuan comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Shengtuo Hongyuan to ensure the cash flow requirements of its day-to-day operations;
- (b) the exclusive technology consulting and services agreement dated September 30, 2016 entered into between Chezhiying WFOE and Beijing Autohome Used Car Appraisal Co., Ltd (“**Autohome Used Car Appraisal**”), pursuant to which Chezhiying WFOE has the exclusive

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- right to provide to Autohome Used Car Appraisal comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Autohome Used Car Appraisal to ensure the cash flow requirements of its day-to-day operations;
- (c) the exclusive technology consulting and services agreement dated September 30, 2016 entered into between Chezhiying WFOE and Beijing Autohome Used Car Brokerage Co., Ltd (“**Autohome Used Car Brokerage**”), pursuant to which Chezhiying WFOE has the exclusive right to provide to Autohome Used Car Brokerage comprehensive technology and management consulting services in return for service fees, and is obligated to provide financing support to Autohome Used Car Brokerage to ensure the cash flow requirements of its day-to-day operations;
- (d) the loan agreement dated February 19, 2021 entered into between Chezhiying WFOE and Quan Long (龍泉), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Quan Long to be used solely for the purpose of making capital contributions to the registered capital of Shengtuo Hongyuan;
- (e) the loan agreement dated February 19, 2021 entered into between Chezhiying WFOE and Haiyun Lei (雷海雲), pursuant to which Autohome WFOE agreed to provide an interest-free loan in the amount of RMB5,000,000 to Haiyun Lei to be used solely for the purpose of making capital contributions to the registered capital of Shengtuo Hongyuan;
- (f) the equity option agreement dated February 19, 2021 entered into among Chezhiying WFOE, Quan Long (龍泉), and Shengtuo Hongyuan, pursuant to which Quan Long agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Shengtuo Hongyuan at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (g) the equity option agreement dated February 19, 2021 entered into among Chezhiying WFOE, Haiyun Lei (雷海雲), and Shengtuo Hongyuan, pursuant to which Haiyun Lei agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Shengtuo Hongyuan at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties, which the purchase price is to be offset against the loan repayments under the loan agreement;
- (h) the equity option agreement dated September 30, 2016 entered into among Chezhiying WFOE, Shengtuo Hongyuan, and Autohome Used Car Appraisal, pursuant to which Autohome Information agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Autohome Used Car Appraisal at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties;
- (i) the equity option agreement dated September 30, 2016 entered into among Chezhiying WFOE, Shengtuo Hongyuan, and Autohome Used Car Brokerage, pursuant to which Autohome Information agreed to irrevocably grant to Chezhiying WFOE an option to purchase all or part of his equity interests in Autohome Used Car Brokerage at a price equivalent to the lowest price permitted by PRC law to be exercised at any time and transferrable to any of its designated parties;
- (j) the equity interest pledge agreement dated February 19, 2021 entered into between Chezhiying WFOE and Quan Long (龍泉), pursuant to which Quan Long agreed to pledge to Chezhiying WFOE all of his equity interests in Shengtuo Hongyuan to secure the performance of his obligations and Shengtuo Hongyuan’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;

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- (k) the equity interest pledge agreement dated February 19, 2021 entered into between Chezhiying WFOE and Haiyun Lei (雷海雲), pursuant to which Haiyun Lei agreed to pledge to Chezhiying WFOE all of his equity interests in Shengtuo Hongyuan to secure the performance of his obligations and Shengtuo Hongyuan’s obligations under the loan agreement, equity option agreement, and the exclusive technology consulting and service agreement;
- (l) the equity interest pledge agreement dated September 30, 2016 entered into between Chezhiying WFOE and Shengtuo Hongyuan, pursuant to which Shengtuo Hongyuan agreed to pledge to Chezhiying WFOE all of its equity interests in Autohome Used Car Brokerage to secure the performance of its obligations under the equity option agreement and the obligations of Autohome Used Car Brokerage under the exclusive technology consulting and service agreements;
- (m) the equity interest pledge agreement dated September 30, 2016 entered into between Chezhiying WFOE and Shengtuo Hongyuan, pursuant to which Shengtuo Hongyuan agreed to pledge to Chezhiying WFOE all of its equity interests in Autohome Used Car Appraisal to secure the performance of its obligations under the equity option agreement and the obligations of Autohome Used Car Appraisal under the exclusive technology consulting and service agreements;
- (n) the irrevocable power of attorney dated February 19, 2021 executed by Quan Long (龍泉), pursuant to which Quan Long appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Shengtuo Hongyuan, including the rights to appoint directors and management personnel;
- (o) the irrevocable power of attorney dated February 19, 2021 executed by Haiyun Lei (雷海雲), pursuant to which Haiyun Lei appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as his attorney-in-fact, to vote on his behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Shengtuo Hongyuan, including the rights to appoint directors and management personnel;
- (p) the irrevocable power of attorney dated September 30, 2016 executed by Shengtuo Hongyuan, pursuant to which Shengtuo Hongyuan appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as its attorney-in-fact, to vote on its behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Autohome Used Car Appraisal, including the rights to appoint directors and management personnel; and
- (q) the irrevocable power of attorney dated September 30, 2016 executed by Shengtuo Hongyuan, pursuant to which Shengtuo Hongyuan appointed Chezhiying WFOE, or any person designated by Chezhiying WFOE, as its attorney-in-fact, to vote on its behalf at the shareholders’ meetings and exercise full voting rights as the shareholders of Autohome Used Car Brokerage, including the rights to appoint directors and management personnel.

***Contractual Arrangements with TTP WFOE***

- (a) the exclusive service agreement dated August 31, 2015 entered into between Shanghai Jinpai E-commerce Co., Ltd. (上海謹拍電子商務有限公司, “**TTP WFOE**”) and Shanghai Jinwu Auto Technology Consultant Co., Ltd. (上海謹務汽車技術諮詢有限公司, “**Shanghai Jinwu**”), pursuant to which TTP WFOE has the exclusive right to provide to Shanghai Jinwu management consulting services in return for service fees.
- (b) the exclusive service agreement dated August 31, 2015 entered into between TTP WFOE and Shanghai Antuo Old Vehicle Broker Co., Ltd. (上海安拓舊機動車經紀有限公司, “**Shanghai Antuo**”), pursuant to which TTP WFOE has the exclusive right to provide to Shanghai Antuo management consulting services in return for service fees.



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- (c) the exclusive option agreement dated August 31, 2015 entered into between TTP WFOE and Weiwei Wang (汪薇薇), pursuant to which Weiwei Wang agreed to irrevocably grant to TTP WFOE an option to purchase all or part of her equity interests in Shanghai Jinwu at a price equivalent to the lowest price permitted by PRC law or a higher price determined by TTP WFOE at its sole discretion to be exercised at any time and transferable to any of its designated parties.
- (d) the exclusive option agreement dated August 31, 2015 entered into among TTP WFOE, Weiwei Wang (汪薇薇) and Butao Yu (俞步濤), pursuant to which each of Weiwei Wang and Butao Yu agreed to irrevocably grant to TTP WFOE an option to purchase all or part of their respective equity interests in Shanghai Antuo at a price equivalent to the lowest price permitted by PRC law or a higher price determined by TTP WFOE at its sole discretion to be exercised at any time and transferable to any of its designated parties.
- (e) the equity interest pledge agreement dated August 31, 2015 entered into between TTP WFOE and Weiwei Wang (汪薇薇), pursuant to which Weiwei Wang agreed to pledge all of her equity interests in Shanghai Jinwu to TTP WFOE to secure the performance of her obligations and Shanghai Jinwu’s obligations under the exclusive option agreement, proxy agreement, and the exclusive service agreement.
- (f) the equity interest pledge agreement dated August 31, 2015 entered into among TTP WFOE, Weiwei Wang (汪薇薇) and Butao Yu (俞步濤), pursuant to which each of Weiwei Wang and Butao Yu agreed to pledge all of their respective equity interests in Shanghai Antuo to TTP WFOE to secure the performance of her/her obligations and Shanghai Antuo’s obligations under the exclusive option agreement, proxy agreement, and the exclusive service agreement.
- (g) the proxy agreement dated August 31, 2015 entered into among TTP WFOE, Shanghai Jinwu and Weiwei Wang (汪薇薇), pursuant to which Weiwei Wang appointed TTP WFOE, or any person designated by TTP WFOE, as her attorney-in-fact, to vote on her behalf at the shareholders’ meetings and to exercise full voting rights as the shareholders of Shanghai Jinwu, including the rights to appoint directors, manager, and other management personnel.
- (h) the proxy agreement dated August 31, 2015 entered into among TTP WFOE, Shanghai Antuo, Weiwei Wang (汪薇薇) and Butao Yu (俞步濤), pursuant to which each of Weiwei Wang and Butao Yu appointed TTP WFOE, or any person designated by TTP WFOE, as his/her attorney-in-fact, to vote on his/her behalf at the shareholders’ meetings and to exercise full voting rights as the shareholders of Shanghai Antuo, including the rights to appoint directors, manager and other management personnel.
- (i) the loan agreement dated August 31, 2015 entered into between TTP WFOE and Weiwei Wang (汪薇薇), pursuant to which TTP WFOE agreed to provide an interest-free loan in the amount of US\$1,000,000 or equivalent amount of Renminbi to Weiwei Wang to be used solely for the purpose of making capital contributions to the registered capital of Shanghai Jinwu.

For further details of the above, please see copies of the Contractual Arrangements, which are published on our website (<http://ir.autohome.com.cn/>) pursuant to the Hong Kong Stock Exchange’s Guidance Letter HKEX-GL94-18 and Listing Decision HKEX-LD43-3.

### **Our intellectual property rights**

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

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

We hold “汽車之家” and “車之家” (both mean “auto home” in English) and “AUTOHOME®” trademarks in China. In addition, as of December 31, 2020, we held 76 pending trademark applications and 439 registered trademarks. As at the same date, we had 96 registered domain names, including our main website domain names, *autohome.com.cn* and *che168.com*, 361 pending patent applications, and 206 registered patents. We had 508 computer software copyrights as of December 31, 2020.

### FURTHER INFORMATION ABOUT DIRECTORS AND EXECUTIVE OFFICERS

#### Disclosure of interests

See “Major Shareholders” for disclosure of interests of directors and executive officers.

#### Director service contracts and remuneration

We have entered into employment agreements with each of our executive officers. See “Directors and senior management—Compensation—Employment agreements.”

Our officers are elected by and serve at the discretion of the board of directors. Our directors are not subject to a term of office and hold office until such time as they resign or are removed from office by ordinary resolution or the unanimous written resolution of all shareholders.

We grant share-based awards to our independent directors under the Share Incentive Plans. See “Directors and Senior Management—Compensation—Share Incentive Plans”.

#### Disclosures relating to our directors and experts

Save as disclosed in this document:

- (a) none of our directors nor any of the persons listed in “—Other Information—Qualification of experts” below is materially interested in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this document, acquired or disposed of by or leased to our subsidiaries and our consolidated affiliated entities, or are proposed to be acquired or disposed of by or leased to our subsidiaries and our consolidated affiliated entities.
- (b) none of our directors nor any of the persons listed in “—Other Information—Qualification of experts” below is materially interested in any contract or arrangement with us subsisting at the date of this document which is unusual in its nature or conditions or which is significant in relation to our business as a whole.
- (c) none of the persons listed in “—Other Information—Qualification of experts” below has any shareholding in us or any of our Major Subsidiaries or has the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in us or any of our Major Subsidiaries.

### OTHER INFORMATION

#### Estate duty

Our directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries.

#### Litigation

See “Our Business—Legal Proceedings” for further information.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### Joint Sponsors

The Joint Sponsors have applied on behalf of our Company to the Listing Committee for the listing of, and permission to deal in, the Shares in issue, the Shares to be issued or sold pursuant to the [REDACTED] (including the additional Shares that may be issued pursuant to the exercise of the [REDACTED]), and the Shares to be issued pursuant to the Share Incentive Plans, including pursuant to the exercise of options, the vesting of or vested but outstanding RSUs, or other awards that have been or may be granted from time to time. All necessary arrangements have been made to enable the Shares to be admitted into [REDACTED].

Each of China International Capital Corporation Hong Kong Securities Limited, Goldman Sachs (Asia) L.L.C. (*in alphabetical order with no ranking assigned*), and Credit Suisse (Hong Kong) Limited satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Hong Kong Listing Rules.

The sponsor fee payable to each of the Joint Sponsors is US\$[REDACTED] and is payable by our Company.

### No material adverse change

Our directors confirm that there has been no material adverse change in our financial or trading position since December 31, 2020 (being the date to which our latest audited consolidated financial statements were prepared).

### Qualification of experts

The following are the qualifications of the experts (as defined under the Hong Kong Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance) who have given opinions or advice which are contained in this document:

<u>Name</u>	<u>Qualification</u>
China International Capital Corporation Hong Kong Securities Limited	A licensed corporation under the SFO for type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) of the regulated activities as defined under the SFO
Credit Suisse (Hong Kong) Limited	A licensed corporation under the SFO for type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts), type 6 (advising on corporate finance) and type 9 (asset management) of the regulated activities as defined under the SFO
Goldman Sachs (Asia) L.L.C.	A licensed corporation under the SFO for type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts), type 6 (advising on corporate finance) and type 9 (asset management) of the regulated activities as defined under the SFO
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Cap.50) Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Cap.588)
Han Kun Law Offices	Legal adviser to Company as to PRC law

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

<u>Name</u>	<u>Qualification</u>
Maples and Calder (Hong Kong) LLP	Legal adviser to Company as to Cayman Islands law
Shanghai iResearch Co., Ltd., China	Industry consultant

**Consents of experts**

Each of the experts above has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or legal opinion (as the case may be) and references to its name included in the form and context in which it respectively appears.

None of the experts named above has any shareholding interests in our Company or any of our subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

**Preliminary Expenses**

Our Company did not incur any material preliminary expenses.

**Promoter**

Our Company has no promoter for the purpose of the Hong Kong Listing Rules. Save as disclosed in this document, within the two years immediately preceding the date of this document, no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoters in connection with the [REDACTED] and the related transactions described in this document.

**Binding effect**

This document shall have the effect, if an application is made in pursuance of this document, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of Sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance insofar as applicable.

**Bilingual document**

[REDACTED]

The English version of this document shall prevail over the Chinese version.

[REDACTED]

[REDACTED]

**Miscellaneous**

Save as disclosed in this document, or otherwise waived or exempted from disclosure pursuant to the waivers and exemptions disclosed in this document (see "Waivers and Exemptions"), within the two years immediately preceding the date of this document:

- (a) to the best of our knowledge, neither we nor any of our Major Subsidiaries has issued or agreed to issue any share or loan capital fully or partly paid up either for cash or for a consideration other than cash;
- (b) no share or loan capital of our Company is under option or is agreed conditionally or unconditionally to be put under option;
- (c) no commissions, discounts, brokerage or other special terms have been granted in connection with the issue or sale of any share capital or debentures of our Company or any of our Major Subsidiaries;
- (d) no founder, management or deferred Shares of our Company or any of our Major Subsidiaries has been issued or agreed to be issued; and
- (e) there is no arrangement under which future dividends are waived or agreed to be waived.

Our branch register of members will be maintained in Hong Kong by our [REDACTED]. Unless the directors otherwise agree, all transfers and other documents of title of Shares must be lodged for registration with and registered by our share register in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted to [REDACTED].

Our directors confirm that:

- (a) there has not been any interruption in our business that may have or has had a material adverse effect on our financial position in the 12 months immediately preceding the date of this document; and
- (b) we and our Major Subsidiaries have no outstanding debentures or convertible debt securities.