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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

360 Finance, Inc.

(Name of Issuer)

Class A Ordinary Shares, par value \$0.00001 per share
(Title of Class of Securities)

88557W 101*
(CUSIP Number)

Ruby Finance Investment Ltd.
Ruby Finance Holdings Ltd.
FountainVest China Capital Partners GP3 Ltd.
c/o FountainVest Partners (Asia) Limited
705-708, ICBC Tower, 3 Garden Road
Central, Hong Kong
+852-3972 3900

With copies to:

Brian Lee, Esq.
c/o FountainVest Partners (Asia) Limited
705-708, ICBC Tower, 3 Garden Road
Central, Hong Kong
+852-3972 3900

Douglas Freeman, Esq.
Victor Chen, Esq.
Goodwin Procter (Hong Kong) LLP
c/o 38th Floor, Edinburgh Tower, The Landmark
15 Queen's Road Central
Central, Hong Kong
+852 3658 5300

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

November 27, 2019
(Date of Event Which Requires Filing of this Statement)

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.

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.

* This statement on Schedule 13D constitutes an initial Schedule 13D filing on behalf of each of Ruby Finance Investment Ltd. ("Ruby Investment"), Ruby Finance Holdings Ltd. ("Ruby Holdings"), and FountainVest China Capital Partners GP3 Ltd. ("FountainVest"), with respect to ordinary shares ("Ordinary Shares"), comprising Class A ordinary shares, par value of \$0.00001 per share ("Class A Ordinary Shares"), and Class B ordinary shares, par value of \$0.00001 per share ("Class B Ordinary Shares"), of 360 Finance, Inc., a Cayman Islands company ("Issuer").

The CUSIP number of 88557W 101 applies to the American depositary shares of the Issuer ("ADSs"). Each American depositary share represent two Class A Ordinary Shares. No CUSIP number has been assigned to the Class A Ordinary Shares.

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).

1	NAMES OF REPORTING PERSONS Ruby Finance Investment Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,042,532 Class A 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) 8.8% of the Class A Ordinary Shares ⁽²⁾ (or 7.6% of the total Ordinary Shares ⁽³⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Representing 23,042,532 Class A Ordinary Shares in the form of 11,521,266 ADSs.

(2) Based on 262,886,753 Class A Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer.

(3) Based on 302,707,339 outstanding Ordinary Shares as a single class, being the sum of 262,886,753 Class A Ordinary Shares and 39,820,586 Class B Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

1	NAMES OF REPORTING PERSONS Ruby Finance Holdings Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,042,532 Class A 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) 8.8% of the Class A Ordinary Shares ⁽²⁾ (or 7.6% of the total Ordinary Shares ⁽³⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Representing 23,042,532 Class A Ordinary Shares in the form of 11,521,266 ADSs held by Ruby Investment, which is wholly owned by Ruby Holdings.

(2) Based on 262,886,753 Class A Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer.

(3) Based on 302,707,339 outstanding Ordinary Shares as a single class, being the sum of 262,886,753 Class A Ordinary Shares and 39,820,586 Class B Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

1	NAMES OF REPORTING PERSONS FountainVest China Capital Partners GP3 Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 23,042,532 Class A Ordinary Shares ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,042,532 Class A 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) 8.8% of the Class A Ordinary Shares ⁽²⁾ (or 7.6% of the total Ordinary Shares ⁽³⁾ assuming conversion of all outstanding Class B Ordinary Shares into the same number of Class A Ordinary Shares).	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Representing 23,042,532 Class A Ordinary Shares in the form of 11,521,266 ADSs held by Ruby Investment, which is wholly-owned by Ruby Holdings. Ruby Holdings is controlled by FountainVest.

(2) Based on 262,886,753 Class A Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer.

(3) Based on 302,707,339 outstanding Ordinary Shares as a single class, being the sum of 262,886,753 Class A Ordinary Shares and 39,820,586 Class B Ordinary Shares outstanding as of November 27, 2019 as provided by the Issuer, assuming conversion of all Class B Ordinary Shares into Class A Ordinary Shares.

Item 1. Security and Issuer.

This Schedule 13D relates to the Ordinary Shares of the Issuer. The Ordinary Shares of the Issuer consist of Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs) and Class B Ordinary Shares, par value US\$0.00001 each.

ADSs, each representing two Class A Ordinary Shares, of the Issuer are listed on the Nasdaq Stock Market under the symbol “QFIN.”

The principal executive offices of the Issuer are located at China Diamond Exchange Center, Building, No. 555 Pudian Road, No. 1701 Century Avenue Pudong New Area, Shanghai 200122, People’s Republic of China (the “PRC”).

Item 2. Identity and Background.

Ruby Investment, Ruby Holdings, and FountainVest are collectively referred to herein as “Reporting Persons,” and each, a “Reporting Person.” This Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The agreement among the Reporting Persons relating to the joint filing is attached hereto as Exhibit 99.1. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

FountainVest is the general partner of each of FountainVest China Capital Partners Fund III, L.P., FountainVest China Capital Parallel Fund III, L.P. and FountainVest China Capital Parallel-A Fund III, L.P. (collectively, the “FountainVest Funds”). The FountainVest Funds collectively own 100% of Ruby Holdings, a Cayman Islands company, which in turn is the sole owner of Ruby Investment, a Cayman Islands Company.

Each of Ruby Investment and Ruby Holdings is principally an investment holding vehicle. Each of Ruby Investment and Ruby Holdings is a company organized and existing under the laws of the Cayman Islands. The address of the principal office of each of Ruby Investment and Ruby Holdings is offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands.

The principal business of each of the FountainVest and FountainVest Funds is investment management. The address of the principal office of each of the FountainVest and FountainVest Funds is offices of Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands. The directors of FountainVest are Mr. Kui Tang, Mr. George Jian Chuang and Mr. Yongmin Hu. As of the date of this statement, FountainVest does not have any executive officers. Mr. Kui Tang is the Chairman and Chief Executive Officer of FountainVest Partners (Asia) Limited and its affiliates (collectively, “FountainVest Partners”). Mr. George Jian Chuang and Mr. Yongmin Hu are Co-Presidents of FountainVest Partners.

During the last five years, none of the Reporting Persons nor, to the best knowledge of the applicable Reporting Person, any of the FountainVest Funds or any of their respective directors or executive officers, has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On November 15, 2019, Ruby Investment entered into a securities purchase agreement (“Monocerus SPA”) with Monocerus Company Limited, a company with limited liability incorporated in the British Virgin Islands (“Monocerus”). On November 25, 2019, Ruby Investment and Monocerus entered into an amendment to the Monocerus SPA (the “Amendment to Monocerus SPA”). A copy of the Monocerus SPA and the Amendment to Monocerus SPA is attached hereto as Exhibit 99.2. The description of the Monocerus SPA and the Amendment to Monocerus SPA contained herein is qualified in its entirety by reference to Exhibit 99.2, which is incorporated herein by reference.

Pursuant to the Monocerus SPA and the Amendment to Monocerus SPA, Ruby Investment purchased a total of 8,275,889 ADSs, representing 16,551,778 Class A Ordinary Shares, from Monocerus for a purchase price of \$10 per ADS (or an aggregate purchase price of \$82,758,890), at a closing that occurred on November 27, 2019. The purchase price was funded by the FountainVest Funds using funds provided by capital contributions from their respective partners.

On November 15, 2019, Ruby Investment entered into (i) a securities purchase agreement ("Ronghui SPA") with Beijing Rongjia Huineng Investment Management Center (Limited Partnership) ("Ronghui"), a limited partnership established in the PRC, a copy of which is attached hereto as Exhibit 99.3, and (ii) a securities purchase agreement ("Sunshine SPA") with Sunshine Life Insurance Corporation Limited, a company with limited liability incorporated in the PRC ("Sunshine Insurance"), a copy of which is attached hereto as Exhibit 99.4. The description of the Ronghui SPA and Sunshine SPA contained herein is qualified in its entirety by reference to Exhibit 99.3 and Exhibit 99.4, respectively, which are incorporated herein by reference.

Pursuant to the Ronghui SPA, Ruby Investment purchased a total of 1,521,270 ADSs, representing 3,042,540 Class A Ordinary Shares, from Ronghui, which was the beneficial owner of such securities, for a purchase price of \$10 per ADS (or an aggregate purchase price of \$15,212,700), at a closing that occurred on November 27, 2019. Pursuant to the Sunshine SPA, Ruby Investment purchased a total of 1,724,107 ADSs, representing 3,448,214 Class A Ordinary Shares, from Sunshine Insurance, which was the beneficial owner of such securities, for a purchase price of \$10 per ADS (or an aggregate purchase price of \$17,241,070), at a closing that occurred on November 27, 2019. The purchase price was funded by the FountainVest Funds using funds provided by capital contributions from their respective partners.

On December 9, 2019, Ruby Investment entered into a share subscription agreement ("Ruby SSA") with (a) Cagico Technology Limited ("Cagico"), a company organized under the laws of the British Virgin Islands and wholly-owned by the spouse of Mr. Hongyi Zhou, the chairman of the board of directors of the Issuer, and (b) Brilliance Limited ("Brilliance"), a company with limited liability organized under the laws of the British Virgin Islands and established on behalf of certain members of the management of the Issuer. Pursuant to the Ruby SSA, Ruby Investment agrees to issue to Cagico and Brilliance, and Cagico and Brilliance agree to subscribe from Ruby Investment, certain ordinary shares of Ruby Investment for a total subscription price of US\$20 million. The closing of the subscriptions is subject to the satisfaction or waiver of customary closing conditions as well as a long stop date of February 13, 2020. Upon closing, Ruby Holdings will remain as the majority shareholder of Ruby Investment. Upon closing, Ruby Investment and its shareholders will enter into a shareholders agreement to regulate the rights and obligations among such parties, which include, among others, the voting and disposition of the securities owned by Ruby Investment.

Item 4. Purpose of Transaction.

For a period of twelve (12) months after the closing of the subscriptions under the Ruby SSA, Ruby Investment may from time to time, as and when it deems fit, use up to US\$60 million in aggregate of its funds to (i) subscribe for equity securities, securities convertible or exchangeable thereinto and/or securities exercisable therefor from the Issuer, (ii) purchase or acquire equity securities from existing holders of equity securities of the Issuer (including but not limited to, purchase or acquisitions on the open market, in privately negotiated transactions, in block trades and/or through other legally permissible means), and (iii) pay costs and expenses in connection therewith; provided, that the timing and purchase price of such subscriptions, purchases or acquisitions, if any, will be determined by the board of directors of Ruby Investment at its sole discretion, taking into consideration the market conditions and other factors as the board of directors of Ruby Investment deems relevant and necessary and shall be subject to relevant U.S. securities laws, regulations and rules.

The Reporting Persons intend to review their investment on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (i) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by it in the open market, in privately negotiated transactions or otherwise or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4.

Except as set forth in this Schedule 13D, the Reporting Persons currently have no plans or proposals that relate to or would result in any transaction, event or action enumerated in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons reserve the right to, at any time and from time to time, review or reconsider their position and/or change their purpose and/or, either separately or together with other persons, formulate plans or proposals with respect to those items in the future depending upon then existing factors.

Item 5. Interest in Securities of the Issuer.

(a) – (b) The responses of each Reporting Person to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5. The information set forth in Item 2 above is hereby incorporated by reference.

Except as disclosed in this Schedule 13D, none of the Reporting Persons beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares.

Except as disclosed in this Schedule 13D, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

The filing of this statement should not be construed as an admission that the Reporting Persons are, for the purposes of Section 13 of the Act, the beneficial owners of the Ordinary Shares reported herein. Other than Ruby Investment, the Reporting Persons expressly disclaim beneficial ownership of any securities reported herein.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons has effected any transaction in the Ordinary Shares during the past 60 days.

(d) Except as disclosed in this Schedule 13D, to the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by any of the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

The disclosure set forth in Item 3 and Item 4 of this Schedule 13D is incorporated by reference.

On November 15, 2019, Ruby Investment entered into a lock-up letter agreement ("Lock-up Letter") with Monocerus and Zhejiang Haining Guoan Ruiwei Investment Partnership (Limited Partnership), a limited partnership established in the PRC ("Guoan"), a copy of which is attached hereto as Exhibit 99.5. Pursuant to the Lock-up Letter, Guoan shall not, between November 15, 2019 and February 25, 2020, transfer, sell or dispose of the 200,000 ADSs of the Issuer beneficially owned by it. The description of the Lock-up Letter contained herein is qualified in its entirety by reference to Exhibit 99.5, which is incorporated herein by reference.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
99.1	Joint Filing Agreement dated December 9, 2019 by and among the Reporting Persons.
99.2	Securities Purchase Agreement dated November 15, 2019 between Ruby Investment and Monocerus and the Amendment to the Securities Purchase Agreement dated November 25, 2019 between Ruby Investment and Monocerus.
99.3	Securities Purchase Agreement dated November 15, 2019 between Ruby Investment and Ronghui.
99.4	Securities Purchase Agreement dated November 15, 2019 between Ruby Investment and Sunshine Insurance
99.5	Lock-up Letter dated November 15, 2019 between Ruby Investment, Monocerus and Guoan.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 9, 2019

Ruby Finance Investment Ltd.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

Ruby Finance Holdings Ltd.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

FountainVest China Capital Partners GP3 Ltd.

By: /s/ Brian Lee

Name: Brian Lee

Title: Authorized Signatory

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Ordinary Shares of 360 Finance, Inc., including Class A Ordinary Shares represented by American depositary shares, and that this Agreement be included as an Exhibit to such joint filing. Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that it knows or has reason to believe that such information is inaccurate.

Date: December 9, 2019

Ruby Finance Investment Ltd.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

Ruby Finance Holdings Ltd.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

FountainVest China Capital Partners GP3 Ltd.

By: /s/ Brian Lee

Name: Brian Lee

Title: Authorized Signatory

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of November 15, 2019, is entered into by and among (i) Monocerus Company Limited, a company with limited liability incorporated in the British Virgin Islands (the "Seller"), and (ii) Ruby Finance Investment Ltd., a company with limited liability incorporated in the Cayman Islands (the "Purchaser"). The Seller and the Purchaser are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, 360 Finance, Inc. (the "Company") is a company incorporated in the Cayman Islands with limited liability whose American Depositary Shares ("ADSs"), each representing two Class A ordinary shares with a par value US\$0.00001 per share ("Class A Shares"), are listed on the Nasdaq Stock Market under the symbol "QFIN";

WHEREAS, the Seller legally and directly owns 9,887,770 ADSs ("Subject Securities");

WHEREAS, on the terms and subject to the conditions set forth herein, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Subject Securities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Certain Definitions. For purposes of this Agreement, unless defined elsewhere in this Agreement, capitalized terms shall have the meanings specified in Exhibit A attached hereto.

ARTICLE II

Sale and Purchase of Securities

Section 2.1 Sale and Purchase of Securities. Upon the terms and subject to the conditions set forth herein, at the Closing, the Seller shall sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Seller's right, title and interest to the Subject Securities, free and clear of all Liens at a purchase price of US\$10.00 per ADS, in exchange for the payment of an aggregate purchase price of US\$ 98,877,700 ("Purchase Price") by the Purchaser to the Seller.

Section 2.2 Closing Date. The sale and purchase of all Subject Securities as contemplated by this Agreement (the "Closing") shall take place remotely via exchange of documents and signature on a date to be determined by both Parties in writing and shall be within fifteen Business Days after the date of this Agreement, or at such other time, date and location as both Parties hereto agree in writing. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date".

Section 2.3 Closing Deliveries by the Seller. At the Closing, the Seller shall take all actions and do all things necessary or advisable (including executing and delivering all necessary documents and instruments) to cause the depository of the Company and/or The Depository Trust Company to register the transfer of the Subject Securities and deliver the Subject Securities to the securities account of the Purchaser, which shall be notified to the Seller by the Purchaser at least five Business Days prior to the Closing Date.

Section 2.4 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall commence wires for the transfer of an amount in cash equal to the Purchase Price, by wire transfer in immediately available funds to the bank account of the Seller, which shall be notified to the Purchaser by the Seller at least five Business Days prior to the Closing Date.

ARTICLE III

Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III.

Section 3.1 Organization and Good Standing. The Seller is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Title to the Subject Securities. The Seller is the record owner of the Subject Securities as of the date hereof and as of the Closing Date, free and clear of any and all Liens. The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Securities, and other than this Agreement to which it is a party, there are no outstanding agreements or understandings to which the Seller is a party involving the purchase, sale or other acquisition or disposition of the Subject Securities or any interest therein. Upon consummation of the Closing as provided in Article II, the Purchaser will have good and valid title to the Subject Securities, free and clear of all Liens and restrictions on Transfer (except for restrictions on Transfer under applicable securities Laws) and the Subject Securities shall be fully paid and non-assessable with the Purchaser being entitled to all rights accorded to a holder of the Subject Securities. The sale of the Subject Securities pursuant to this Agreement is not subject to preemptive or other similar rights.

Section 3.3 Authorization. The Seller has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Seller have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller, and, when executed and delivered by the Seller, assuming due authorization, execution and delivery by the Purchaser, constitutes legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 3.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Seller of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Seller, (ii) conflict with or violate any Law or Order applicable to the Seller or the assets, properties or businesses of the Seller, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which any the Seller is a party or result in the creation of any Lien upon any of the properties or assets of the Seller other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not or would not reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Seller to perform its obligations under this Agreement.

Section 3.5 No Litigation. There are no Legal Proceedings by or against the Seller or the Subject Securities pending before any Governmental Authority, or, to the knowledge of the Seller, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Seller to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 3.6 Brokers. Other than Tiger Brokers and its cooperating brokers, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller.

Section 3.7 Sophisticated Seller. The Seller (a) is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Subject Securities, and (c) has independently and without reliance upon the Purchaser, and based on such information and the advice of such advisors as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that neither the Purchaser nor any of its Affiliates is acting as a fiduciary or financial or investment adviser to the Seller, and has not given the Seller any investment advice, opinion or other information on whether the sale of the Subject Securities is prudent. The Seller acknowledges that (i) the Purchaser currently may have, and later may come into possession of, information with respect to the Company that is not known to the Seller and that may be material to a decision to sell the Subject Securities ("Seller Excluded Information"), (ii) the Seller has determined to sell the Subject Securities notwithstanding its lack of knowledge of the Seller Excluded Information, and (iii) the Purchaser shall have no liability to the Seller, and the Seller waives and releases any claims that it might have against the Purchaser whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Seller Excluded Information in connection with the sale of the Subject Securities. The Seller understands that the Purchaser will rely on the accuracy and truth of the foregoing representations, and the Seller hereby consents to such reliance.

Section 3.8 Full Disclosure. No representation or warranty or other statement made by the Seller in this Agreement or in materials otherwise provided to the Purchaser in connection with the transactions contemplated hereby contains any untrue statement of material fact or omits to state a material fact necessary to make such statements, in light of the circumstances in which they were made, not misleading. The Seller has no knowledge of any fact (other than general economic or industry conditions, and facts that are in the public domain) that may adversely affect the assets, business, prospects, financial condition or results of operations of the Company.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article IV.

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Seller, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.3 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Purchaser of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser or the assets, properties or businesses of the Purchaser, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Purchaser is a party or result in the creation of any Lien upon any of the properties or assets of the Purchaser other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not or would not reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement.

Section 4.4 No Litigation. There are no Legal Proceedings by or against the Purchaser, pending before any Governmental Authority or, to the knowledge of the Purchaser, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 4.5 Brokers. Other than Citibank N.A. and its affiliated broker entities, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

Section 4.6 Purchase for Own Account; Economic Risk. The Purchaser is acquiring the Subject Securities for investment for its own account and not with a view to the distribution thereof in

violation of the Securities Act. The Purchaser acknowledges that it (a) can bear the economic risk of its investment in the Subject Securities, (b) has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Subject Securities and (c) has independently and without reliance upon the Seller, and based on such information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement and complete the transactions contemplated hereunder, except that it has relied upon the Seller's express representations, warranties, covenants and agreements in this Agreement.

ARTICLE V

Condition to the Closing

Section 5.1 Conditions to Obligations of The Parties. The obligations of the Parties to sell and purchase the Subject Securities as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following condition:

- (a) An individual designated by the Purchaser shall have been appointed as a director of the Company.

Section 5.2 Conditions to Obligations of The Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Securities as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

- (a) The representations and warranties of the Seller contained in Article III of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

- (b) The Seller shall have performed and complied with all, and not be in breach or default in any material respects under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

- (c) All corporate and other actions required to be taken by the Seller in connection with the sale of the Subject Securities shall have been completed.

Section 5.3 Conditions to Obligations of the Seller. With respect to the Purchaser, the obligation of the Seller to sell and transfer the Subject Securities as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Seller in its sole discretion:

- (a) The representations and warranties of the Purchaser contained in Article IV of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

- (b) The Purchaser shall have performed and complied with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(c) All corporate and other actions required to be taken by the Purchaser in connection with the purchase of the Subject Securities shall have been completed.

ARTICLE VI

Covenants and Additional Agreements

Section 6.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 6.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential information with respect to the other Parties, or relating to the transactions contemplated hereby, other than to their respective Affiliates, and their Affiliates' agents, professional advisors, representatives, employees, existing and potential financing sources and investors, officers and directors who need to know such confidential information, (ii) in the event that any Party or any agent, professional advisor, representative, Affiliate, employee, financing source, investor, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may, at its sole cost and expense, seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 6.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser (in the case of a proposed release or announcement by the Seller) or of the Seller (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Government Authority.

Section 6.3 Releases.

(a) In consideration of the transactions contemplated by this Agreement and in connection with the representations and warranties set forth herein or otherwise, the Seller knowingly and voluntarily hereby forever releases and discharges the Purchaser and any of its past, present and future Affiliates, subsidiaries, representatives, limited or general partners, managers, members, agents, controlling persons and representatives and the successors and assigns of all of the foregoing (collectively, the "Released Parties") from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, rights, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in Law and in equity, both past and present (through the date of this Agreement) and whether known or unknown, suspected, or claimed against any of the Released Parties that the Seller or any of their successors or assigns

may have, relating in any way (i) to non-disclosure of the Seller Excluded Information, (ii) to any appreciation in the value of the Subject Securities that may occur, or (iii) to any gains, profits or any other remuneration or consideration that may be received by the Purchaser as a result of their disposition of the Subject Securities after the date of this Agreement (the “Bases”) (the “Claims”, and for the avoidance of doubt, the term “Claims” or “Claim” only refer to that relating to the Bases). This release (the “Release”) encompasses all Claims against the Released Parties, including those of which the releasing parties are not aware and those not mentioned herein.

(b) The Seller shall never, directly or indirectly, commence, aid in any way, prosecute or cause to be commenced or prosecuted any Action (as defined below) against any of the Released Parties arising out of or relating, directly or indirectly, to the Bases or involving any Claim covered by the Release. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, included but not limited to, court costs, attorneys’ fees and disbursements, arising out of or relating to any action brought, assisted or prosecuted in contravention of this Section 6.3.

(c) The Seller represents and warrants to each of the Released Parties that (i) it has not made any assignment, nor will it make any assignment, of any Claim related to or covered by, directly or indirectly, the Release; (ii) no other person or entity had or has any interest of any kind whatsoever in such a Claim; and (iii) it has not, directly or indirectly, commenced, aided in any way, prosecuted or caused to be commenced or prosecuted any action, suit or other legal or administrative proceeding (each, an “Action”) against any of the Released Parties. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, including but not limited to attorneys’ fees, arising out of or relating to any breach of any representation or warranty contained in this Section 6.3.

ARTICLE VII

Indemnification

Section 7.1 Survival of Representations, Warranties and Covenants. The representations and warranties set forth under Article III and Article IV shall survive the Closing indefinitely provided that no dispute, controversy or claim shall be brought by one Party against the other Party based on the breach of Article III or Article IV, as the case maybe, happened after the Closing. The covenants and other agreements of each Party contained in this Agreement shall survive the Closing until fully discharged in accordance with their terms, except for those covenants and agreements which shall be complied with or discharged prior to the Closing in accordance with the terms of this Agreement. Neither the period of survival nor the liability of any Party with respect to their respective representations, warranties, covenants and agreements shall be reduced by any investigation made at any time by or any other Party.

Section 7.2 Indemnification by the Seller. The Seller shall indemnify the Purchaser on demand from and against all Losses suffered or incurred by the Purchaser as a consequence of or which would not have arisen but for:

(a) any breach or inaccuracy of any representation or warranty made by the Seller in this Agreement or any certificate or other document delivered by the Seller pursuant to this Agreement;

(b) any failure by the Seller to perform any of its obligations in this Agreement; and

(c) any failure to file with any Governmental Authority all documents required to be filed in all jurisdictions in which such documents are required to be filed and any non-payment of any Tax liabilities arising from the transfer of the Subject Securities.

Section 7.3 Indemnification by the Purchaser. Subject to Section 6.3, the Purchaser shall indemnify the Seller on demand from and against all Losses suffered or incurred by the Seller as a consequence of or which would not have arisen but for:

(a) any breach or inaccuracy of any representation or warranty made by the Purchaser in this Agreement or any certificate or other document delivered by the Purchaser pursuant to this Agreement;

(b) any failure by the Purchaser to perform any of its obligations in this Agreement; and

(c) any failure to file with any Governmental Authority all documents required to be filed in all jurisdictions in which such documents are required to be filed arising from the transfer of the Subject Securities.

Section 7.4 Other Remedies. The remedies provided in Sections 7.2 and 7.3 shall not be exclusive of or limit any other remedies that may be available to the Seller and the Purchaser.

ARTICLE VIII

Miscellaneous

Section 8.1 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses, governmental or non-governmental, incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of Hong Kong without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction.

Section 8.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules"). The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Seller, and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. The language to be used in the arbitration proceedings shall be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets.

Section 8.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties

with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Seller. Each Party's rights and remedies under this Agreement are not waived, lost, impaired or limited by any (a) failure to exercise them, (b) delay in exercising them, (c) exercise of them (once or in part only) or (d) exercise of other rights and remedies.

Section 8.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof.

Section 8.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent to an e-mail address (absent receipt of a failure to deliver notice within 30 minutes of such notice or communication being sent (it being understood that an "out of office" reply does not constitute a failure to deliver notice for this purpose)) or (iii) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the following addresses and e-mail addresses (or to such other address or e-mail address as a party may have specified by notice given to the other party pursuant to this Section 8.6):

(a) If to the Seller, to:

Attention: Chen Dongdong/Ding Yinghui/Li Qinglu
Address: 9th Floor, Fangyuan Building, No. 56, Zhongguancun South Street,
Haidian District, Beijing, China
Email: 15210801710@139.com/dingyinghui@qianxin.com/liqinglu@qianxin.com

(b) If to the Purchaser, to:

Address: c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005,
Cayman Islands
Fax Number: +1 345 945 4757
Email: Neil.Gray@intertrustgroup.com / Brian.Eden@intertrustgroup.com
Attention: Neil Gray / Brian Eden

With copies (which shall necessarily include copies by email to the following and alone shall not constitute notice) to:

Address: Suite 705-708 ICBC Tower, 3 Garden Road, Central, Hong Kong
Fax Number: +852 3107 2490
Email: ericchen@fountaininvest.com / brianlee@fountaininvest.com
Attention: Eric Chen / Brian Lee

Address: Goodwin Procter, Suite 2801, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Fax Number: +852 2801 5515
Email: dfreeman@goodwinlaw.com / vchen@goodwinlaw.com
Attention: Doug Freeman / Victor Chen

Section 8.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect.

Section 8.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) the Seller, directly or indirectly (by operation of law or otherwise), without the prior written consent of the Purchaser, and (ii) a Purchaser directly or indirectly (by operation of law or otherwise), without the prior written consent of the Seller, and any attempted assignment in violation of this Section 8.8 shall be void; provided that the Purchaser may assign its rights and obligations under this Agreement to any of its Affiliates.

Section 8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 8.10 Termination.

(a) This Agreement may be terminated at any time prior to the Closing: (i) by the mutual written consent of the Parties; (ii) by either Party by written notice to the other Party if the terminating Party is not then in material breach of any provision of this Agreement and the Closing has not occurred on or before November 30, 2019.

(b) In the event of the termination of this Agreement in accordance with this Section 8.10, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto except: (i) as set forth in Article I, Section 6.2, Section 6.3, Article VII, Section 8.2, Section 8.3 and this Section 8.10(b); and (ii) that nothing herein shall relieve any Party hereto from liability for any intentional breach of any provision hereof prior to such termination.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

SELLER

MONOCERUS COMPANY LIMITED

By: /s/ Chen Dongdong

Name: Chen Dongdong

Title: Authorized Signatory

PURCHASER

RUBY FINANCE INVESTMENT LTD.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

Exhibit A
Definitions

“Affiliate” means any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person, including, without limitation, with respect to any Person that is an individual, his or her immediate family members.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the PRC, Hong Kong, the Cayman Islands, the British Virgin Islands or the State of California are required or authorized to be closed.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by agreement or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Government Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings or investigations (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Government Authority.

“Liability” means any liability, cost, expense (including reasonable attorneys’ fees), debt or obligation of any kind, character or description, and whether known or unknown, accrued, absolute, determined, determinable, contingent or otherwise, and regardless of when asserted or by whom.

“Lien” means any pledge, lien, charge, mortgage, right of first refusal or other option to purchase or otherwise acquire any interest, easement, security interest or other encumbrance or restriction on use, voting transfer or receipt of income or exercise of any other attribute of ownership.

“Losses” means any losses, actions, claims and other liabilities, including charges, damages, losses of value of securities, fines, judgments, awards, penalties, interest and costs and expenses (including, in each case, all related Taxes and reasonable attorney and other professional fees);

“Order” means any written order, injunction, judgment, decree, notice, ruling, writ, assessment or arbitration award of a Government Authority.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Permit” means any approval, authorization, consent, license, variance, clearance, order, exemption, permit or certificate of or issued by a Government Authority.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Government Authority or other entity.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Tax” or “Taxes” means (a) any federal, national, provincial, municipal, local or taxes, duties, imposts, levies, or other like assessments in the nature of a tax, in each case, imposed by any Governmental Authority, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, tariffs (including import duty and import value-added tax), and other taxes, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above, and (c) other form of transfer liability imposed by any Government Authority in connection with any item described in clauses (a) and (b) above.

“Transfer” means, (i) when used as a verb, to sell, assign, dispose of, transfer, exchange, pledge, encumber, hypothecate or otherwise transfer securities, assets or other property or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction, merger, recapitalization, scheme of arrangement, amalgamation or other transaction or by operation of law), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities, assets or other property or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“U.S.” means the United States of America.

“US\$” means US dollars, the lawful currency of the U.S.

AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This AMENDMENT TO SECURITIES PURCHASE AGREEMENT (this "Amendment"), dated as of November 25, 2019, is entered into by and among (i) Monocerus Company Limited, a company with limited liability incorporated in the British Virgin Islands (the "Seller"), and (ii) Ruby Finance Investment Ltd., a company with limited liability incorporated in the Cayman Islands (the "Purchaser"). The Seller and the Purchaser are referred to in this Amendment collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties entered into a securities purchase agreement (the "SPA") dated November 15, 2019, pursuant to which the Seller agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Seller, certain securities of 360 Finance, Inc.;

WHEREAS, the Parties desires to make certain amendments to the SPA to reflect their updated commercial decisions.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Certain Definitions. For purposes of this Amendment, unless defined elsewhere in this Agreement, capitalized terms shall have the meanings specified in the SPA.

ARTICLE II

Amendments

Section 2.1 Witnesseth. The second paragraph of the section titled "Witnesseth" in the SPA is hereby replaced with the following paragraph:

"WHEREAS, the Seller legally and directly owns 8,275,889 ADSs ("Subject Securities");"

Section 2.2 Sale and Purchase of SecuritiesSection 2.3. The section 2.1 titled "Sale and Purchase of Securities" in the SPA is hereby replace with the following paragraph:

"Upon the terms and subject to the conditions set forth herein, at the Closing, the Seller shall sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Seller's right, title and interest to the Subject Securities, free and clear of all Liens at a purchase price of US\$10.00 per ADS, in exchange for the payment of an aggregate purchase price of US\$ 82,758,890 ("Purchase Price") by the Purchaser to the Seller."

ARTICLE III

Miscellaneous

Section 3.1 Governing Law. This Amendment and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of Hong Kong without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction.

Section 3.2 Other Provisions. Article VIII of the SPA shall apply mutatis mutandis to this Amendment.

Section 3.3 Effectiveness. This Amendment shall become effective from the date hereof.

Section 3.4 Effect on the SPA and Other Transactional Document. Except as specifically amended above, the terms and conditions of SPA shall remain in full force and effect. For the avoidance of doubt, the Lock-up Letter executed by the Parties and Zhejiang Haining Guoan Ruiwei Investment Partnership (Limited Partnership) ("Citic Guoan") on November 15, 2019 shall remain in full force and effect; and except for the transfer restrictions on certain securities beneficially owned by Citic Guoan as set forth in such Lock-up Letter, nothing in the SPA, this Amendment or the Lock-up Letter shall be deemed to impose any transfer restrictions on any other securities held by the Seller.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above.

SELLER

MONOCERUS COMPANY LIMITED

By: /s/ Chen Dongdong

Name: Chen Dongdong

Title: Authorized Signatory

[Signature Page to Amendment to Securities Purchase Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above.

PURCHASER

RUBY FINANCE INVESTMENT LTD.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director

[Signature Page to Amendment to Securities Purchase Agreement]

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this “Agreement”), dated as of November 15, 2019, is entered into by and among (i) Beijing Rongjia Huineng Investment Management Center (Limited Partnership) (北京融嘉汇能投资管理有限公司), a limited partnership enterprise established in the People’s Republic of China (the “Seller”), and (ii) Ruby Finance Investment Ltd., a company with limited liability incorporated in the Cayman Islands (the “Purchaser”). The Seller and the Purchaser are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, 360 Finance, Inc. (the “Company”) is a company incorporated in the Cayman Islands with limited liability whose American Depositary Shares (“ADSs”), each representing two Class A ordinary shares with a par value US\$0.00001 per share (“Class A Shares”), are listed on the Nasdaq Stock Market under the symbol “QFIN”;

WHEREAS, the Seller indirectly and beneficially owns 1,521,270 ADSs of the Company (the “Subject Securities”);

WHEREAS, on the terms and subject to the conditions set forth herein, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Subject Securities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Certain Definitions. For purposes of this Agreement, unless defined elsewhere in this Agreement, capitalized terms shall have the meanings specified in Exhibit A attached hereto.

ARTICLE II

Sale and Purchase of Securities

Section 2.1 Sale and Purchase of Securities. Upon the terms and subject to the conditions set forth herein, at the Closing, the Seller shall sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Seller’s right, title and interest to the Subject Securities, free and clear of all Liens at a purchase price of US\$10.00 per ADS, in exchange for the payment of an aggregate purchase price of US\$15,212,700 (“Purchase Price”) by the Purchaser to the Seller.

Section 2.2 Closing Date. The sale and purchase of all Subject Securities as contemplated by this Agreement (the “Closing”) shall take place remotely via exchange of documents and signature on a date to be specified by the Parties, which shall be no later than the fifteenth Business Day after satisfaction or waiver of the last of the conditions set forth in Article V to be satisfied or waived (other

than those conditions that by their nature are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at the Closing), or at such other time, date and location as the Parties hereto agree in writing. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date".

Section 2.3 Closing Deliveries by the Seller. At the Closing, the Seller shall take all actions and do all things necessary or advisable (including executing and delivering all necessary documents and instruments) to instruct its broker to cause the depository of the Company and/or The Depository Trust Company to register the transfer of the Subject Securities and deliver the Subject Securities to the securities account of the Purchaser, which shall be notified to the Seller by the Purchaser at least five Business Days prior to the Closing Date.

Section 2.4 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall commence wires for the transfer of an amount in cash equal to the Purchase Price, by wire transfer in immediately available funds to the bank account of the Seller, which shall be notified to the Purchaser by the Seller at least five Business Days prior to the Closing Date.

ARTICLE III

Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III.

Section 3.1 Organization and Good Standing. The Seller is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Title to the Subject Securities. The Seller beneficially owns the Subject Securities as of the date hereof and as of the Closing Date, free and clear of any and all Liens. The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Securities, and other than this Agreement to which it is a party, there are no outstanding agreements or understandings to which the Seller is a party involving the purchase, sale or other acquisition or disposition of the Subject Securities or any interest therein. Upon consummation of the Closing as provided in Article II, the Purchaser will have good and valid title to the Subject Securities, free and clear of all Liens and restrictions on Transfer (except for restrictions on Transfer under applicable securities Laws) and the Subject Securities shall be fully paid and non-assessable with the Purchaser being entitled to all rights accorded to a holder of the Subject Securities. The sale of the Subject Securities pursuant to this Agreement is not subject to preemptive, rights of first offer, rights of first refusal or other similar rights.

Section 3.3 Authorization. The Seller has all necessary corporate power and authority to execute and deliver this Agreement, to Transfer the Subject Securities to Purchaser and to perform its other obligations hereunder. The execution, delivery and performance of this Agreement by the Seller have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller, and, when executed and delivered by the Seller, assuming due authorization, execution and delivery by the Purchaser, constitutes legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 3.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Seller of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents governing the Subject Securities or of the Seller, (ii) conflict with or violate any Law or Order applicable to the Seller or the assets, properties or businesses of the Seller, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which any the Seller is a party or result in the creation of any Lien upon any of the properties or assets of the Seller, including without limitation the Subject Securities, other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not or would not reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Seller to perform its obligations under this Agreement.

Section 3.5 No Litigation. There are no Legal Proceedings by or against the Seller or the Subject Securities pending before any Governmental Authority, or, to the knowledge of the Seller, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Seller to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 3.6 Brokers. Other than Tiger Brokers and its cooperating brokers, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller.

Section 3.7 Sophisticated Seller. The Seller (a) is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Subject Securities, and (c) has independently and without reliance upon the Purchaser, and based on such information and the advice of such advisors as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that neither the Purchaser nor any of its Affiliates is acting as a fiduciary or financial or investment adviser to the Seller, and has not given the Seller any investment advice, opinion or other information on whether the sale of the Subject Securities is prudent. The Seller acknowledges that (i) the Purchaser currently may have, and later may come into possession of, information with respect to the Company that is not known to the Seller and that may be material to a decision to sell the Subject Securities ("Seller Excluded Information"), (ii) the Seller has determined to sell the Subject Securities notwithstanding its lack of knowledge of the Seller Excluded Information, and (iii) the Purchaser shall have no liability to the Seller, and the Seller waives and releases any claims that it might have against the Purchaser whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Seller Excluded Information in connection with the sale of the Subject Securities. The Seller understands that the Purchaser will rely on the accuracy and truth of the foregoing representations, and the Seller hereby consents to such reliance.

Section 3.8 Full Disclosure. No representation or warranty or other statement made by the Seller in this Agreement or in materials otherwise provided to the Purchaser in connection with the transactions contemplated hereby contains any untrue statement of material fact or omits to state a material fact necessary to make such statements, in light of the circumstances in which they were made, not misleading. The Seller has no knowledge of any fact (other than general economic or industry conditions, and information or facts that are in the public domain) that may adversely affect the assets, business, prospects, financial condition or results of operations of the Company.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article IV.

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Seller, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.3 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Purchaser of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser or the assets, properties or businesses of the Purchaser, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Purchaser is a party or result in the creation of any Lien upon any of the properties or assets of the Purchaser other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not or would not reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement.

Section 4.4 No Litigation. There are no Legal Proceedings by or against the Purchaser, pending before any Governmental Authority or, to the knowledge of the Purchaser, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 4.5 Brokers. Other than Citibank N.A. and its affiliated broker entities, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

Section 4.6 Purchase for Own Account; Economic Risk. The Purchaser is acquiring the Subject Securities for investment for its own account and not with a view to the distribution thereof in violation of the Securities Act. The Purchaser acknowledges that it (a) can bear the economic risk of its investment in the Subject Securities, (b) has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Subject Securities and (c) has independently and without reliance upon the Seller, and based on such information as it has deemed appropriate and adequate, made its own analysis and decision to enter into this Agreement and complete the transactions contemplated hereunder, except that it has relied upon the Seller's express representations, warranties, covenants and agreements in this Agreement.

ARTICLE V

Condition to the Closing

Section 5.1 Conditions to Obligations of The Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Securities as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) An individual designated by the Purchaser shall have been appointed as a director of the Company.

(b) The representations and warranties of the Seller contained in Article III of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(c) The Seller shall have performed and complied with all, and not be in breach or default in any material respects under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(d) All corporate and other actions required to be taken by the Seller in connection with the sale of the Subject Securities shall have been completed.

Section 5.2 Conditions to Obligations of the Seller. With respect to the Purchaser, the obligation of the Seller to sell and transfer the Subject Securities as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Seller in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Article IV of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Purchaser shall have performed and complied with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

ARTICLE VI

Covenants and Additional Agreements

Section 6.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 6.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential information with respect to the other Parties, or relating to the transactions contemplated hereby, other than to their respective Affiliates, and their Affiliates' agents, professional advisors, representatives, employees, existing and potential financing sources and investors, officers and directors who need to know such confidential information in which case such Party shall direct that each of the foregoing Person comply with the terms of this Section 6.2, (ii) in the event that any Party or any agent, professional advisor, representative, Affiliate, employee, financing source, investor, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may, at its sole cost and expense, seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 6.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser (in the case of a proposed release or announcement by the Seller) or of the Seller (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Government Authority.

Section 6.3 Releases.

(a) In consideration of the transactions contemplated by this Agreement and in connection with the representations and warranties set forth herein or otherwise, the Seller knowingly and voluntarily hereby forever releases and discharges the Purchaser and any of its past, present and future Affiliates, subsidiaries, representatives, limited or general partners, managers, members, agents, controlling persons and representatives and the successors and assigns of all of the foregoing (collectively, the "Released Parties") from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, rights, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in Law and in equity, both past and present (through the date of this Agreement) and whether known or unknown, suspected, or claimed against any of the Released Parties that the Seller or any of their successors or assigns may have (the "Claims"), relating in any way (i) to non-disclosure of the Seller Excluded Information, (ii) to any appreciation in the value of the Subject Securities that may occur, or (iii) to any gains, profits or any

other remuneration or consideration that may be received by the Purchaser as a result of their disposition of the Subject Securities after the date of this Agreement (the “Bases”). This release (the “Release”) encompasses all Claims against the Released Parties, including those of which the releasing parties are not aware and those not mentioned herein.

(b) The Seller shall never, directly or indirectly, commence, aid in any way, prosecute or cause to be commenced or prosecuted any Action (as defined below) against any of the Released Parties arising out of or relating, directly or indirectly, to the Bases or involving any Claim covered by the Release. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, included but not limited to, court costs, attorneys’ fees and disbursements, arising out of or relating to any action brought, assisted or prosecuted in contravention of this Section 6.3.

(c) The Seller represents and warrants to each of the Released Parties that (i) it has not made any assignment, nor will it make any assignment, of any Claim related to or covered by, directly or indirectly, the Release; (ii) no other person or entity had or has any interest of any kind whatsoever in such a Claim; and (iii) it has not, directly or indirectly, commenced, aided in any way, prosecuted or caused to be commenced or prosecuted any action, suit or other legal or administrative proceeding (each, an “Action”) against any of the Released Parties. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, including but not limited to attorneys’ fees, arising out of or relating to any breach of any representation or warranty contained in this Section 6.3.

ARTICLE VII

Indemnification

Section 7.1 Survival of Representations, Warranties and Covenants. The representations and warranties of each Party contained in this Agreement shall survive the Closing indefinitely. The covenants and other agreements of each Party contained in this Agreement shall survive the Closing until fully discharged in accordance with their terms, except for those covenants and agreements which shall be complied with or discharged prior to the Closing in accordance with the terms of this Agreement. Neither the period of survival nor the liability of any Party with respect to their respective representations, warranties, covenants and agreements shall be reduced by any investigation made at any time by or any other Party.

Section 7.2 Indemnification by the Seller. The Seller shall indemnify the Purchaser on demand from and against all Losses suffered or incurred by the Purchaser as a consequence of or which would not have arisen but for:

- (a) any breach or inaccuracy of any representation or warranty made by the Seller in this Agreement or any certificate or other document delivered by the Seller pursuant to this Agreement;
- (b) any failure by the Seller to perform any of its obligations in this Agreement; and
- (c) any failure to file with any Governmental Authority all documents required to be filed in all jurisdictions in which such documents are required to be filed and any non-payment of any Tax liabilities arising from the transfer of the Subject Securities.

Section 7.3 Indemnification by the Purchaser. Subject to Section 6.3, the Purchaser shall indemnify the Seller on demand from and against all Losses suffered or incurred by the Seller as a consequence of or which would not have arisen but for:

(a) any breach or inaccuracy of any representation or warranty made by the Purchaser in this Agreement or any certificate or other document delivered by the Purchaser pursuant to this Agreement; and

(b) any failure by the Purchaser to perform any of its obligations in this Agreement.

Section 7.4 Other Remedies. The remedies provided in Clauses 7.2 and 7.3 shall not be exclusive of or limit any other remedies that may be available to the Seller and the Purchaser.

Section 7.5 Sandbagging. The rights of the Purchaser to indemnification or any other remedy under this Agreement shall not be impacted or limited by any knowledge that the Purchaser may have acquired, or could have acquired, whether before or after the Closing Date, nor by any investigation or diligence by the Purchaser. The Seller hereby acknowledges that, regardless of any investigation made (or not made) by or on behalf of the Purchaser, and regardless of the results of any such investigation, the Purchaser has entered into this transaction in express reliance upon the representations and warranties of the Seller made in this Agreement. The waiver of any condition based upon the accuracy of any representation or warranty, covenant, condition or other agreement herein shall not affect the Purchaser's right to indemnification based upon such representation or warranty, covenant, condition or other agreement.

ARTICLE VIII

Miscellaneous

Section 8.1 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of Hong Kong without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction.

Section 8.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules"). The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Seller, and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. The language to be used in the arbitration proceedings shall be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets.

Section 8.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Seller. Each Party's rights and remedies under this Agreement are not waived, lost, impaired or limited by any (a) failure to exercise them, (b) delay in exercising them, (c) exercise of them (once or in part only) or (d) exercise of other rights and remedies.

Section 8.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof.

Section 8.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent to an e-mail address (absent receipt of a failure to deliver notice within 30 minutes of such notice or communication being sent (it being understood that an "out of office" reply does not constitute a failure to deliver notice for this purpose)) or (iii) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the following addresses and e-mail addresses (or to such other address or e-mail address as a party may have specified by notice given to the other party pursuant to this Section 8.6):

(a) If to the Seller, to:

Attention: Niansong Zhou
Address: 7th Floor, World Financial Center, 1 E 3rd Ring Road Middle,
Chaoyang District, Beijing, China
Email: zhouniansong@riverheadcapital.cn

(b) If to the Purchaser, to:

Address: c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005,
Cayman Islands
Fax Number: +1 345 945 4757
Email: Neil.Gray@intertrustgroup.com / Brian.Eden@intertrustgroup.com
Attention: Neil Gray / Brian Eden

With copies (which shall necessarily include copies by email to the following and alone shall not constitute notice) to:

Address: Suite 705-708 ICBC Tower, 3 Garden Road, Central, Hong Kong
Fax Number: +852 3107 2490
Email: ericchen@fountainvest.com / brianlee@fountainvest.com
Attention: Eric Chen / Brian Lee

Address: Goodwin Procter, Suite 2801, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Fax Number: +852 2801 5515
Email: dfreeman@goodwinlaw.com / vchen@goodwinlaw.com
Attention: Doug Freeman / Victor Chen

Section 8.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect.

Section 8.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) the Seller, directly or indirectly (by operation of law or otherwise), without the prior written consent of the Purchaser, and (ii) a Purchaser directly or indirectly (by operation of law or otherwise), without the prior written consent of the Seller, and any attempted assignment in violation of this Section 8.8 shall be void; provided that the Purchaser may assign its rights and obligations under this Agreement to any of its Affiliates.

Section 8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 8.10 Termination.

(a) This Agreement may be terminated at any time prior to the Closing: (i) by the mutual written consent of the Parties; (ii) by either Party by written notice to the other Party if the terminating Party is not then in material breach of any provision of this Agreement and the Closing has not occurred on or before November 30, 2019.

(b) In the event of the termination of this Agreement in accordance with this Section 8.10, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto except: (i) as set forth in Article I, Section 6.2, Section 6.3, Article VII and in this Article VIII; and (ii) that nothing herein shall relieve any Party hereto from liability for any intentional breach of any provision hereof prior to such termination.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

SELLER

**BEIJING RONGJIA HUI NENG INVESTMENT
MANAGEMENT CENTER (LIMITED
PARTNERSHIP) (□□□□□□□□□□□□□□□□)**

Seal: /s/ BEIJING RONGJIA HUI NENG INVESTMENT
MANAGEMENT CENTER (LIMITED PARTNERSHIP)

By: /s/ Zhang Dezhou _____
Name: Zhang Dezhou
Title: Authorized Signatory

PURCHASER

RUBY FINANCE INVESTMENT LTD.

By: /s/ Brian Eden _____
Name: Brian Eden
Title: Director

Exhibit A
Definitions

“Affiliate” means any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person, including, without limitation, with respect to any Person that is an individual, his or her immediate family members.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the PRC, Hong Kong, the Cayman Islands, the British Virgin Islands or the State of California are required or authorized to be closed.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by agreement or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Government Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings or investigations (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Government Authority.

“Liability” means any liability, cost, expense (including reasonable attorneys’ fees), debt or obligation of any kind, character or description, and whether known or unknown, accrued, absolute, determined, determinable, contingent or otherwise, and regardless of when asserted or by whom.

“Lien” means any pledge, lien, charge, mortgage, right of first refusal or other option to purchase or otherwise acquire any interest, easement, security interest or other encumbrance or restriction on use, voting transfer or receipt of income or exercise of any other attribute of ownership.

“Losses” means any losses, actions, claims and other liabilities, including charges, damages, losses of value of securities, fines, judgments, awards, penalties, interest and costs and expenses (including, in each case, all related Taxes and reasonable attorney and other professional fees);

“Order” means any written order, injunction, judgment, decree, notice, ruling, writ, assessment or arbitration award of a Government Authority.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Permit” means any approval, authorization, consent, license, variance, clearance, order, exemption, permit or certificate of or issued by a Government Authority.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Government Authority or other entity.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Tax” or “Taxes” means (a) any federal, national, provincial, municipal, local or taxes, duties, imposts, levies, or other like assessments in the nature of a tax, in each case, imposed by any Governmental Authority, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, tariffs (including import duty and import value-added tax), and other taxes, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above, and (c) other form of transfer liability imposed by any Government Authority in connection with any item described in clauses (a) and (b) above.

“Transfer” means, (i) when used as a verb, to sell, assign, dispose of, transfer, exchange, pledge, encumber, hypothecate or otherwise transfer securities, assets or other property or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction, merger, recapitalization, scheme of arrangement, amalgamation or other transaction or by operation of law), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities, assets or other property or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“U.S.” means the United States of America.

“US\$” means US dollars, the lawful currency of the U.S.

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this “Agreement”), dated as of November 15, 2019, is entered into by and among (i) Sunshine Life Insurance Corporation Limited (☐☐☐☐☐☐☐☐☐☐), a company with limited liability incorporated in the People’s Republic of China (the “Seller”), and (ii) Ruby Finance Investment Ltd., a company with limited liability incorporated in the Cayman Islands (the “Purchaser”). The Seller and the Purchaser are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

W I T N E S S E T H:

WHEREAS, 360 Finance, Inc. (the “Company”) is a company incorporated in the Cayman Islands with limited liability whose American Depositary Shares (“ADSs”), each representing two Class A ordinary shares with a par value US\$0.00001 per share (“Class A Shares”), are listed on the Nasdaq Stock Market under the symbol “QFIN”;

WHEREAS, the Seller indirectly and beneficially owns 1,724,107 ADSs of the Company (the “Subject Securities”);

WHEREAS, on the terms and subject to the conditions set forth herein, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Subject Securities.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Certain Definitions. For purposes of this Agreement, unless defined elsewhere in this Agreement, capitalized terms shall have the meanings specified in Exhibit A attached hereto.

ARTICLE II

Sale and Purchase of Securities

Section 2.1 Sale and Purchase of Securities. Upon the terms and subject to the conditions set forth herein, at the Closing, the Seller shall sell and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, all of the Seller’s right, title and interest to the Subject Securities, free and clear of all Liens at a purchase price of US\$10.00 per ADS, in exchange for the payment of an aggregate purchase price of US\$17,241,070 (“Purchase Price”) by the Purchaser to the Seller.

Section 2.2 Closing Date. The sale and purchase of all Subject Securities as contemplated by this Agreement (the “Closing”) shall take place remotely via exchange of documents and signature on a date to be specified by the Parties, which shall be no later than the fifteenth Business Day after satisfaction or waiver of the last of the conditions set forth in Article V to be satisfied or waived (other

than those conditions that by their nature are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at the Closing), or at such other time, date and location as the Parties hereto agree in writing. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date".

Section 2.3 Closing Deliveries by the Seller. At the Closing, the Seller shall take all actions and do all things necessary or advisable (including executing and delivering all necessary documents and instruments) to cause the depository of the Company and/or The Depository Trust Company to register the transfer of the Subject Securities and deliver the Subject Securities to the securities account of the Purchaser, which shall be notified to the Seller by the Purchaser at least five Business Days prior to the Closing Date.

Section 2.4 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall commence wires for the transfer of an amount in cash equal to the Purchase Price, by wire transfer in immediately available funds to the bank account of the Seller, which shall be notified to the Purchaser by the Seller at least five Business Days prior to the Closing Date.

ARTICLE III

Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article III.

Section 3.1 Organization and Good Standing. The Seller is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Title to the Subject Securities. The Seller beneficially owns the Subject Securities as of the date hereof and as of the Closing Date, free and clear of any and all Liens. The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Subject Securities, and other than this Agreement to which it is a party, there are no outstanding agreements or understandings to which the Seller is a party involving the purchase, sale or other acquisition or disposition of the Subject Securities or any interest therein. Upon consummation of the Closing as provided in Article II, the Purchaser will have good and valid title to the Subject Securities, free and clear of all Liens and restrictions on Transfer (except for restrictions on Transfer under applicable securities Laws) and the Subject Securities shall be fully paid and non-assessable with the Purchaser being entitled to all rights accorded to a holder of the Subject Securities. The sale of the Subject Securities pursuant to this Agreement is not subject to preemptive, rights of first offer, rights of first refusal or other similar rights.

Section 3.3 Authorization. The Seller has all necessary corporate power and authority to execute and deliver this Agreement, to Transfer the Subject Securities to Purchaser and to perform its other obligations hereunder. The execution, delivery and performance of this Agreement by the Seller have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller, and, when executed and delivered by the Seller, assuming due authorization, execution and delivery by the Purchaser, constitutes legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 3.4 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Seller of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents governing the Subject Securities or of the Seller, (ii) conflict with or violate any Law or Order applicable to the Seller or the assets, properties or businesses of the Seller, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which any the Seller is a party or result in the creation of any Lien upon any of the properties or assets of the Seller, including without limitation the Subject Securities.

Section 3.5 No Litigation. There are no Legal Proceedings by or against the Seller or the Subject Securities pending before any Governmental Authority, or, to the knowledge of the Seller, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Seller to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 3.6 Brokers. Other than Tiger Brokers and is cooperating brokers, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller.

Section 3.7 Sophisticated Seller. The Seller (a) is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Subject Securities, and (c) has independently and without reliance upon the Purchaser, and based on such information and the advice of such advisors as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that neither the Purchaser nor any of its Affiliates is acting as a fiduciary or financial or investment adviser to the Seller, and has not given the Seller any investment advice, opinion or other information on whether the sale of the Subject Securities is prudent. The Seller acknowledges that (i) the Purchaser currently may have, and later may come into possession of, information with respect to the Company that is not known to the Seller and that may be material to a decision to sell the Subject Securities ("Seller Excluded Information"), (ii) the Seller has determined to sell the Subject Securities notwithstanding its lack of knowledge of the Seller Excluded Information, and (iii) the Purchaser shall have no liability to the Seller, and the Seller waives and releases any claims that it might have against the Purchaser whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Seller Excluded Information in connection with the sale of the Subject Securities. The Seller understands that the Purchaser will rely on the accuracy and truth of the foregoing representations, and the Seller hereby consents to such reliance.

Section 3.8 Full Disclosure. No representation or warranty or other statement made by the Seller in this Agreement or in materials otherwise provided to the Purchaser in connection with the transactions contemplated hereby contains any untrue statement of material fact or omits to state a material fact necessary to make such statements, in light of the circumstances in which they were made, not misleading. The Seller has no knowledge of any fact (other than general economic or industry conditions, and facts that are in the public domain) that may adversely affect the assets, business, prospects, financial condition or results of operations of the Company.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller, as of the date hereof and as of the Closing Date, except if a representation or warranty is made as of a specified date, as of such date, each of the representations and warranties contained in this Article IV.

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the place of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Authorization. The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and, when executed and delivered by the Purchaser, assuming due authorization, execution and delivery by the Seller, constitutes legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by general principles of equity, whether applied in a court of Law or a court of equity, and by applicable bankruptcy, insolvency and similar Law affecting creditors' rights and remedies generally.

Section 4.3 Conflicts; Consents of Third Parties. The execution, delivery and performance by the Purchaser of this Agreement do not and will not (i) violate, conflict with or result in the breach of any provision of Organizational Documents of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser or the assets, properties or businesses of the Purchaser, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, Permit or other instrument or arrangement to which the Purchaser is a party or result in the creation of any Lien upon any of the properties or assets of the Purchaser other than, in the case of clauses (ii) and (iii) above, any such conflict, violation, default, termination, amendment, acceleration, suspension, revocation or cancellation that would not affect the Purchaser's ability in material respects to consummate the transactions contemplated herein.

Section 4.4 No Litigation. There are no Legal Proceedings by or against the Purchaser, pending before any Governmental Authority or, to the knowledge of the Purchaser, threatened to be brought by or before any Governmental Authority (a) which would be reasonably expected to, individually or in the aggregate, result in a material adverse effect on the authority or ability of the Purchaser to perform its obligations under this Agreement or (b) that relate to or challenge the validity of this Agreement or the transactions contemplated hereby.

Section 4.5 Brokers. Other than Citibank N.A. and its affiliated broker entities, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser.

Section 4.6 Purchase for Own Account; Economic Risk. The Purchaser is acquiring the Subject Securities for investment for its own account and not with a view to the distribution thereof in violation of the Securities Act. The Purchaser acknowledges that it (a) can bear the economic risk of its

investment in the Subject Securities, (b) has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Subject Securities and (c) has independently and without reliance upon the Seller, and based on such information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement and complete the transactions contemplated hereunder, except that it has relied upon the Seller's express representations, warranties, covenants and agreements in this Agreement.

ARTICLE V

Condition to the Closing

Section 5.1 Conditions to Obligations of The Purchaser. The obligations of the Purchaser to purchase and pay for the Subject Securities as contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any of which may be waived in writing by the Purchaser in its sole discretion:

(a) An individual designated by the Purchaser shall have been appointed as a director of the Company.

(b) The representations and warranties of the Seller contained in Article III of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(c) The Seller shall have performed and complied with all, and not be in breach or default in any material respects under any agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

(d) All corporate and other actions required to be taken by the Seller in connection with the sale of the Subject Securities shall have been completed.

Section 5.2 Conditions to Obligations of the Seller. With respect to the Purchaser, the obligation of the Seller to sell and transfer the Subject Securities as contemplated by this Agreement is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, any of which may be waived in writing by the Seller in its sole discretion:

(a) The representations and warranties of the Purchaser contained in Article IV of this Agreement shall have been true and correct on the date hereof and as of the Closing Date (except for representations and warranties that expressly speak as of an earlier date, in which case on and as of such specified date).

(b) The Purchaser shall have performed and complied with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained in this Agreement that are required to be performed or complied with on or before the Closing Date.

ARTICLE VI

Covenants and Additional Agreements

Section 6.1 Further Assurances. Each Party shall take all actions necessary or advisable and do all things (including to execute and deliver documents and other papers) necessary or advisable to consummate the transactions contemplated by this Agreement.

Section 6.2 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its agents, representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all confidential information with respect to the other Parties, or relating to the transactions contemplated hereby, other than to their respective Affiliates, and their Affiliates' agents, professional advisors, representatives, employees, existing and potential financing sources and investors, officers and directors who need to know such confidential information, (ii) in the event that any Party or any agent, professional advisor, representative, Affiliate, employee, financing source, investor, officer or director of such Party becomes legally compelled to disclose any such information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any filing on or in connection with a Schedule 13D or Schedule 13G, as the case may be, or any amendments thereto and including any rule or regulation of any national securities exchange), provide the relevant Party with prompt written notice of such requirement so that the relevant Party may, at its sole cost and expense, seek a protective order or other remedy or waive compliance with this Section 6.2(a), and (iii) in the event that such protective order or other remedy is not obtained, or the relevant Party waives compliance with this Section 6.2(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable endeavors to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 6.2(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by such Party or any of its agents, representatives, Affiliates, employees, officers or directors.

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser (in the case of a proposed release or announcement by the Seller) or of the Seller (in the case of a proposed release or announcement by the Purchaser), unless otherwise required by Law or Government Authority (including but not limited to the China Banking Insurance Regulatory Commission).

Section 6.3 Releases.

(a) In consideration of the transactions contemplated by this Agreement and in connection with the representations and warranties set forth herein or otherwise, the Seller knowingly and voluntarily hereby forever releases and discharges the Purchaser and any of its past, present and future Affiliates, subsidiaries, representatives, limited or general partners, managers, members, agents, controlling persons and representatives and the successors and assigns of all of the foregoing (collectively, the "Released Parties") from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, rights, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in Law and in equity, both past and present (through the date of this Agreement) and whether known or unknown, suspected, or claimed against any of the Released Parties that the Seller or any of their successors or assigns may have (the "Claims"), relating in any way (i) to non-disclosure of the Seller Excluded Information, (ii) to any appreciation in the value of the Subject Securities that may occur, or (iii) to any gains, profits or any

other remuneration or consideration that may be received by the Purchaser as a result of their disposition of the Subject Securities after the date of this Agreement (the "Bases"). This release (the "Release") encompasses all Claims against the Released Parties, including those of which the releasing parties are not aware and those not mentioned herein.

(b) The Seller shall never, directly or indirectly, commence, aid in any way, prosecute or cause to be commenced or prosecuted any Action (as defined below) against any of the Released Parties arising out of or relating, directly or indirectly, to the Bases or involving any Claim covered by the Release. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, included but not limited to, court costs, attorneys' fees and disbursements, arising out of or relating to any action brought, assisted or prosecuted in contravention of this Section 6.3.

(c) The Seller represents and warrants to each of the Released Parties that (i) it has not made any assignment, nor will it make any assignment, of any Claim related to or covered by, directly or indirectly, the Release; (ii) no other person or entity had or has any interest of any kind whatsoever in such a Claim; and (iii) it has not, directly or indirectly, commenced, aided in any way, prosecuted or caused to be commenced or prosecuted any action, suit or other legal or administrative proceeding (each, an "Action") against any of the Released Parties. The Seller shall indemnify and hold harmless the Released Parties, and each of them, from and against any and all Claims and expenses, including but not limited to attorneys' fees, arising out of or relating to any breach of any representation or warranty contained in this Section 6.3.

ARTICLE VII

Indemnification

Section 7.1 Survival of Representations, Warranties and Covenants. The representations and warranties of each Party contained in this Agreement shall survive the Closing indefinitely. The covenants and other agreements of each Party contained in this Agreement shall survive the Closing until fully discharged in accordance with their terms, except for those covenants and agreements which shall be complied with or discharged prior to the Closing in accordance with the terms of this Agreement. Neither the period of survival nor the liability of any Party with respect to their respective representations, warranties, covenants and agreements shall be reduced by any investigation made at any time by or any other Party.

Section 7.2 Indemnification by the Seller. The Seller shall indemnify the Purchaser on demand from and against all Losses suffered or incurred by the Purchaser as a consequence of or which would not have arisen but for:

(a) any breach or inaccuracy of any representation or warranty made by the Seller in this Agreement or any certificate or other document delivered by the Seller pursuant to this Agreement;

(b) any failure by the Seller to perform any of its obligations in this Agreement; and

(c) any failure to file with any Governmental Authority all documents required to be filed in all jurisdictions in which such documents are required to be filed and any non-payment of any Tax liabilities arising from the transfer of the Subject Securities.

Section 7.3 Indemnification by the Purchaser. Subject to Section 6.3, the Purchaser shall indemnify the Seller on demand from and against all Losses suffered or incurred by the Seller as a consequence of or which would not have arisen but for:

(a) any breach or inaccuracy of any representation or warranty made by the Purchaser in this Agreement or any certificate or other document delivered by the Purchaser pursuant to this Agreement; and

(b) any failure by the Purchaser to perform any of its obligations in this Agreement.

Section 7.4 Other Remedies. The remedies provided in Clauses 7.2 and 7.3 shall not be exclusive of or limit any other remedies that may be available to the Seller and the Purchaser.

Section 7.5 Sandbagging. The rights of the Purchaser to indemnification or any other remedy under this Agreement shall not be impacted or limited by any knowledge that the Purchaser may have acquired, or could have acquired, whether before or after the Closing Date, nor by any investigation or diligence by the Purchaser. The Seller hereby acknowledges that, regardless of any investigation made (or not made) by or on behalf of the Purchaser, and regardless of the results of any such investigation, the Purchaser has entered into this transaction in express reliance upon the representations and warranties of the Seller made in this Agreement. The waiver of any condition based upon the accuracy of any representation or warranty, covenant, condition or other agreement herein shall not affect the Purchaser's right to indemnification based upon such representation or warranty, covenant, condition or other agreement.

ARTICLE VIII

Miscellaneous

Section 8.1 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the Laws of Hong Kong without regard to its conflicts of laws rules that would mandate the application of the Laws of another jurisdiction.

Section 8.3 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter (including a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (each a "Dispute") shall be finally settled by arbitration. The place and seat of arbitration shall be Hong Kong, and the arbitration shall be administered by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force (the "HKIAC Rules"). The number of arbitrators shall be three (3). One arbitrator shall be appointed by the Seller, and one arbitrator shall be appointed by the Purchaser. The third arbitrator, who shall serve as chairperson of the arbitral tribunal, shall be selected by the mutual agreement of the arbitrators appointed by the first two Parties. The language to be used in the arbitration proceedings shall be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties. Judgment upon any award may be entered and enforced in any court having jurisdiction over a Party or any of its assets.

Section 8.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Seller. Each Party's rights and remedies under this Agreement are not waived, lost, impaired or limited by any (a) failure to exercise them, (b) delay in exercising them, (c) exercise of them (once or in part only) or (d) exercise of other rights and remedies.

Section 8.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, each Party shall be entitled to specific performance of the terms hereof.

Section 8.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent to an e-mail address (absent receipt of a failure to deliver notice within 30 minutes of such notice or communication being sent (it being understood that an "out of office" reply does not constitute a failure to deliver notice for this purpose)) or (iii) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the following addresses and e-mail addresses (or to such other address or e-mail address as a party may have specified by notice given to the other party pursuant to this Section 8.6):

(a) If to the Seller, to:

Attention: Rong Jin
Address: 15F, West Tower, World Financial Center (WFC), Dong San Huan Zhong Lu, Chao Yang District, Beijing, PRC
Email: rongjin-ghq@sinosig.com

(b) If to the Purchaser, to:

Address: c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands
Fax Number: +1 345 945 4757
Email: Neil.Gray@intertrustgroup.com / Brian.Eden@intertrustgroup.com
Attention: Neil Gray / Brian Eden

With copies (which shall necessarily include copies by email to the following and alone shall not constitute notice) to:

Address: Suite 705-708 ICBC Tower, 3 Garden Road, Central, Hong Kong
Fax Number: +852 3107 2490
Email: ericchen@fountaininvest.com / brianlee@fountaininvest.com
Attention: Eric Chen / Brian Lee

Address: Goodwin Procter, Suite 2801, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Fax Number: +852 2801 5515
Email: dfreeman@goodwinlaw.com / vchen@goodwinlaw.com
Attention: Doug Freeman / Victor Chen

Section 8.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect.

Section 8.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) the Seller, directly or indirectly (by operation of law or otherwise), without the prior written consent of the Purchaser, and (ii) a Purchaser directly or indirectly (by operation of law or otherwise), without the prior written consent of the Seller, and any attempted assignment in violation of this Section 8.8 shall be void; provided that the Purchaser may assign its rights and obligations under this Agreement to any of its Affiliates.

Section 8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 8.10 Termination.

(a) This Agreement may be terminated at any time prior to the Closing: (i) by the mutual written consent of the Parties; (ii) by either Party by written notice to the other Party if the terminating Party is not then in material breach of any provision of this Agreement and the Closing has not occurred on or before November 30, 2019.

(b) In the event of the termination of this Agreement in accordance with this Section 8.10, this Agreement shall forthwith become void, and there shall be no liability on the part of any Party hereto except: (i) as set forth in Article I, Section 6.2, Section 6.3, Article VII and in this Article VIII; and (ii) that nothing herein shall relieve any Party hereto from liability for any intentional breach of any provision hereof prior to such termination.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

SELLER

**SUNSHINE LIFE INSURANCE CORPORATION
LIMITED (☐☐☐☐☐☐☐☐☐☐)**

Company Seal: /s/ SUNSHINE LIFE INSURANCE
CORPORATION LIMITED

By: /s/ Li Ke _____

Name: Li Ke

Title: Director

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

PURCHASER

RUBY FINANCE INVESTMENT LTD.

By: /s/ Brian Eden _____

Name: Brian Eden

Title: Director

Exhibit A
Definitions

“Affiliate” means any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person, including, without limitation, with respect to any Person that is an individual, his or her immediate family members.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the PRC, Hong Kong, the Cayman Islands, the British Virgin Islands or the State of California are required or authorized to be closed.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by agreement or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Governmental Authority” means any federal, national, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Government Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings or investigations (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Government Authority.

“Liability” means any liability, cost, expense (including reasonable attorneys’ fees), debt or obligation of any kind, character or description, and whether known or unknown, accrued, absolute, determined, determinable, contingent or otherwise, and regardless of when asserted or by whom.

“Lien” means any pledge, lien, charge, mortgage, right of first refusal or other option to purchase or otherwise acquire any interest, easement, security interest or other encumbrance or restriction on use, voting transfer or receipt of income or exercise of any other attribute of ownership.

“Losses” means any losses, actions, claims and other liabilities, including charges, damages, losses of value of securities, fines, judgments, awards, penalties, interest and costs and expenses (including, in each case, all related Taxes and reasonable attorney and other professional fees);

“Order” means any written order, injunction, judgment, decree, notice, ruling, writ, assessment or arbitration award of a Government Authority.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Permit” means any approval, authorization, consent, license, variance, clearance, order, exemption, permit or certificate of or issued by a Government Authority.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Government Authority or other entity.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Tax” or “Taxes” means (a) any federal, national, provincial, municipal, local or taxes, duties, imposts, levies, or other like assessments in the nature of a tax, in each case, imposed by any Governmental Authority, including all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, tariffs (including import duty and import value-added tax), and other taxes, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above, and (c) other form of transfer liability imposed by any Government Authority in connection with any item described in clauses (a) and (b) above.

“Transfer” means, (i) when used as a verb, to sell, assign, dispose of, transfer, exchange, pledge, encumber, hypothecate or otherwise transfer securities, assets or other property or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction, merger, recapitalization, scheme of arrangement, amalgamation or other transaction or by operation of law), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities, assets or other property or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“U.S.” means the United States of America.

“US\$” means US dollars, the lawful currency of the U.S.

LOCK-UP LETTER

November 15, 2019

Ruby Finance Investment Ltd. (“Purchaser”)
c/o Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue, George Town
Grand Cayman KY1-9005, Cayman Islands

Ladies and Gentlemen:

Reference is made to a securities purchase agreement (the “SPA”) dated the date hereof amongst the Purchaser and Monocerus Company Limited (“Seller”). Capitalized terms used herein without definition shall have the meaning set forth in the SPA.

As of the date hereof, Zhejiang Haining Guoan Ruiwei Investment Partnership (Limited Partnership) (“Citic Guoan”) beneficially owns 2,028,361 ADSs of 360 Finance, Inc. (the “Company”), which are directly held by the Seller. Pursuant to the SPA, Citic Guoan will, through the Seller, transfer 1,828,361 ADSs of the Company to the Purchaser. Immediately after the Closing, Citic Guoan will beneficially own 200,000 ADSs of the Company, which are directly held by the Seller and deposited in a securities brokerage account opened with Tiger Brokers under the name of Citic Guoan (the “Remaining Securities”).

To induce the Purchaser to participate in the transactions contemplated under the SPA, Citic Guoan hereby agrees that, without prior written consent of the Purchaser, it will not, during the period commencing on the date hereof and ending 90 days after the Closing Date (the “Lock-up Period”), (i) offer, pledge, sell, contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any of the Remaining Securities or any other securities of the Company that the Remaining Securities may be convertible into or exchangeable for, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or voting rights attached to, the Remaining Securities ((i) and (ii), collectively, “Disposals of Remaining Securities”).

The Seller hereby agrees that, without prior written consent of the Purchaser, it will not facilitate or effect, and it will take all necessary actions to procure Tiger Brokers not to facilitate or effect, the Disposals of Remaining Securities.

This lock-up letter shall automatically terminate upon the termination of the SPA.

Section 6.2 (Confidentiality and Publicity), Section 8.3 (Arbitration) and Section 8.5 (Specific Performance) of the SPA shall apply *mutatis mutandis* to this lock-up letter.

This lock-up letter shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region without regard to conflicts of law principles.

This lock-up letter may be executed in one or more counterparts each of which shall be binding on each party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument.

Sincerely,

Monocerus Company Limited

By: /s/ Chen Dongdong

Name: Chen Dongdong

Title: Authorized Signatory

**Zhejiang Haining Guoan Ruiwei Investment Partnership
(Limited Partnership)**

Seal: /s/ Zhejiang Haining Guoan Ruiwei
Investment Partnership (Limited Partnership)

By: /s/ Lv Peng

Name: Lv Peng

Title: Authorized Signatory

AGREED AND ACCEPTED:

Ruby Finance Investment Ltd.

By: /s/ Brian Eden

Name: Brian Eden

Title: Director