

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from April 1, 2017 to December 31, 2017

OR

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

Date of event requiring this shell company report

Commission file number: 001-33910

ATA Inc.

(Exact name of Registrant as specified in its charter)

Not applicable

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

**1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China**

(Address of principal executive offices)

Amy Tung

Chief Financial Officer

ATA Inc.

**1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China**

Telephone: 8610-6518-1122

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(Name, Telephone E-mail and/or Facsimile Number and Address of Company Contact Person)

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

Title of each class	Name of each exchange on which registered
American Depositary Shares, each representing two common shares, par value \$0.01 per share	NASDAQ Global Market

Securities registered or to be registered pursuant to Section 12(g) of the Act. **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act. **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the transition report:

48,421,886 common shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards † provided pursuant to Section 13(a) of the Exchange Act.

†The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards

Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued
by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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INTRODUCTION

Except where the context otherwise requires and for purposes of this transition report only:

- We changed our fiscal year end from March 31 to December 31 in June 2017, effective from the calendar year ended December 31, 2017. This transition report on Form 20-F covers the nine-month period from April 1, 2017 through December 31, 2017 (the "Transition Period") and reflects our financial results thereof. Prior to this transition report on Form 20-F, our two most recent annual reports on Form 20-F cover the fiscal years ended March 31, 2016 and March 31, 2017, respectively, and reflect financial results for the respective twelve-month periods from April 1 to March 31. Unless otherwise noted, all references to years are to the calendar year from January 1 to December 31 and references to our fiscal year or years are to the fiscal year or years which, prior to the Transition Period, ended March 31, while from and after the Transition Period, ended December 31;
- "we," "us," "our company," "our," and "ATA" refer to ATA Inc., its subsidiaries and its consolidated variable interest entity as the context requires. After the completion of the sale of ATA Online which currently conducts ATA's testing development and

delivery services, ATA's subsidiaries will not include ATA Online (Beijing) Education Technology Co., Ltd., or ATA Online, a subsidiary of ATA and incorporated under the laws of the PRC;

- “China,” “Chinese” and “PRC” refer to the People’s Republic of China, excluding, for purposes of this transition report only, Taiwan and the Special Administrative Regions of Hong Kong and Macau;
- all references to “Renminbi” or “RMB” are to the legal currency of China, and all references to “U.S. dollars,” “dollars,” “\$” or “US\$” are to the legal currency of the United States;
- “U.S. GAAP” refers to generally accepted accounting principles in the United States; and
- “PRC GAAP” refers to generally accepted accounting principles in the People’s Republic of China.

This transition report on Form 20-F includes (i) our audited consolidated statements of comprehensive income (loss) for the fiscal years ended March 31, 2016 and 2017 and for the nine months ended December 31, 2017 and our unaudited financial data of comprehensive income (loss) for the nine months ended December 31, 2016, and (ii) our audited consolidated balance sheets as of March 31, 2017 and December 31, 2017. Each of our ADSs represents two common shares. Our ADSs are listed on the Nasdaq Global Market under the symbol “ATAI”.

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FORWARD-LOOKING STATEMENTS

This transition report on Form 20-F contains forward-looking statements that are based on our current expectations, assumptions, estimates and projections about us and our industry. All statements other than statements of historical facts in this transition report are forward-looking statements. In some cases, these forward-looking statements can be identified by words and phrases such as “may,” “should,” “intend,” “predict,” “potential,” “continue,” “will,” “expect,” “anticipate,” “estimate,” “plan,” “believe,” “is /are likely to” or the negative form of these words and phrases or other comparable expressions. The forward-looking statements included in this transition report relate to, among others:

- our goals and strategies;
- our future prospects and market acceptance of our technologies, products and services;
- our future business development and results of operations;
- projected revenues, profits, earnings and other estimated financial information;
- our plans to expand and enhance our products and services;
- competition in the computer-based testing, educational services and online education markets; and
- Chinese laws, regulations and policies, including those applicable to the education industry, internet content providers, internet content and foreign exchange.

These forward-looking statements involve various risks, assumptions and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may turn out to be incorrect. Our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in Item 3.D. of this transition report, “Key information — Risk Factors” and elsewhere in this transition report.

The forward-looking statements made in this transition report relate only to events or information as of the date on which the statements are made in this transition report. All forward-looking statements included herein attributable to us or other parties or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable laws and regulations, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date on which the statements are made or to reflect the occurrence of unanticipated events.

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PART I.

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

Selected Consolidated Financial Data

We changed our fiscal year end from March 31 to December 31 in June 2017. The following selected consolidated statements of comprehensive income (loss) data (other than ADS data) for the fiscal years ended March 31, 2016, March 31, 2017 and the nine months ended December 31, 2017, the selected consolidated balance sheets data as of March 31, 2017 and December 31, 2017 are derived from our audited consolidated financial statements included elsewhere in this transition report and should be read in conjunction with such consolidated financial statements and related notes. The unaudited financial data as of and for the nine months ended December 31, 2016 are presented solely for the purpose of providing meaningful comparisons with the nine-month period ended December 31, 2017. Our selected consolidated statements of comprehensive income data (other than ADS data) for the fiscal years ended March 31, 2014 and 2015 and the selected consolidated balance sheets data as of March 31, 2014, 2015 and 2016 are derived from our audited consolidated financial statements not included in this transition report. The following information should also be read in conjunction with Item 5. "Operating and Financial Review and Prospects." Our audited consolidated financial statements are prepared in accordance with U.S. GAAP.

	For the Fiscal Year Ended March 31,				For the Nine Months Ended December 31,		
	2014	2015	2016	2017	2016	2017	
	RMB	RMB	RMB	RMB	RMB	RMB	US\$
(Unaudited)							
(In thousands, except for share and ADS data)							
Selected Consolidated Statements of Comprehensive Income (Loss) Data:							
Net Revenues							
Testing services	358,837	319,055	384,800	430,057	402,549	453,225	69,660
Online education services	5,949	5,711	4,897	7,462	7,070	6,553	1,007
Other	19,882	25,392	27,443	34,867	25,817	30,281	4,654
Total net revenues	384,668	350,158	417,140	472,386	435,436	490,059	75,321
Gross profit	196,188	177,619	209,123	232,533	216,551	231,009	35,505
Total operating expenses	154,809	147,938	157,388	161,026	120,842	161,501	24,822
Income from operations	41,379	31,758	51,735	71,507	95,709	69,508	10,683
Share of losses of equity method investments	—	(2,197)	(8,829)	(16,121)	(11,869)	(1,878)	(289)
Impairment loss of long-term investments	—	—	—	(32,199)	(21,905)	(15,217)	(2,339)
Income tax expense	(19,895)	(9,575)	(18,922)	(38,597)	(21,996)	(29,408)	(4,520)
Net income (loss)	27,276	23,056	26,051	(9,969)	43,944	27,837	4,278
Net loss attributable to non-redeemable non-controlling interests	—	—	—	(253)	(34)	(352)	(54)
Net loss attributable to redeemable non-controlling interests	—	—	—	—	—	(1,445)	(223)
Net income (loss) attributable to ATA Inc.	27,276	23,056	26,051	(9,716)	43,978	29,634	4,555
Basic earnings (loss) per common share	0.59	0.49	0.57	(0.21)	0.96	0.48	0.07
Diluted earnings (loss) per common share	0.59	0.49	0.57	(0.21)	0.96	0.48	0.07
Basic earnings (loss) per ADS (1)	1.18	0.98	1.14	(0.42)	1.92	0.96	0.14
Diluted earnings (loss) per ADS (1)	1.18	0.98	1.14	(0.42)	1.92	0.96	0.14
Dividends declared per common share	—	1.260	—	—	—	1.334	0.205
Weighted average common shares outstanding							
Basic	45,227,159	45,597,580	45,635,186	45,772,916	45,769,707	45,793,127	
Diluted	45,231,555	45,597,580	45,635,186	45,772,916	45,769,707	45,793,127	

(1) Each ADS represents two common shares.

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	As of March 31,				As of December 31,	
	2014	2015	2016	2017	2017	
	RMB	RMB	RMB	RMB	RMB	US\$
(In thousands)						
Selected Consolidated Balance Sheet Data:						
Cash and cash equivalents	311,947	240,295	247,668	222,448	256,091	39,360
Accounts receivable, net	68,353	48,150	50,552	56,161	100,105	15,386
Total current assets	398,093	312,951	316,488	295,945	366,816	56,379
Restricted cash	—	—	—	30,000	—	—
Long term investments	—	35,730	50,686	88,892	75,122	11,546
Total assets	491,237	455,244	470,461	519,840	568,442	87,368

Deferred revenues, current	8,383	21,743	16,612	10,222	10,805	1,661
Total current liabilities	77,149	76,158	74,352	103,030	141,766	21,789
Deferred income tax liabilities	—	—	—	22,621	22,798	3,504
Total liabilities	79,345	77,922	76,231	127,383	167,065	25,677
Mezzanine equity-redeemable non-controlling interests	—	—	—	—	36,304	5,580
Common shares	3,475	3,514	3,531	3,534	3,535	543
Retained earnings (accumulated deficit)	(1,372)	21,684	47,735	38,019	25,885	3,978
Total shareholders' equity attributable to ATA Inc.	411,892	377,322	394,231	391,377	364,729	56,058
Non-redeemable non-controlling interests	—	—	—	1,080	344	53
Total shareholders' equity	411,892	377,322	394,231	392,457	365,073	56,111

	For the Fiscal Year Ended March 31,				For the Nine Months Ended December 31,
	2014	2015	2016	2017	2017
Key Operating Data:					
Number of tests delivered ⁽¹⁾	9,688,210	8,821,781	10,380,175	12,213,205	12,376,907

⁽¹⁾ Includes free tests delivered for business development purposes. The number of tests delivered excluding free tests in the fiscal years ended March 31, 2014, 2015, 2016, 2017 and the nine months ended December 31, 2017 was 9,411,226, 8,767,389, 10,258,866, 12,127,203 and 12,345,481, respectively.

Exchange Rate Information

We conduct our business primarily in China and a substantial majority of our revenues and expenses are denominated in Renminbi. The conversion of Renminbi into U.S. dollars in this transition report is based on the noon buying rate in the City of New York for cable transfers of Renminbi per U.S. dollar certified for customs purposes by the Federal Reserve Bank of New York, as set forth in the H.10 weekly statistical release of Federal Reserve Board. Unless otherwise noted, all translations from Renminbi to U.S. dollars in this transition report were made at a rate of RMB 6.5063 to US\$1.00, which was the noon buying rate in effect as of December 31, 2017. The noon buying rate on April 5, 2018 was RMB 6.3045 to US\$1.00. We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, the rates stated below, or at all. The Chinese government restricts or prohibits the conversion of Renminbi into foreign currency and foreign currency into Renminbi for certain types of transactions.

The following table sets forth information concerning exchange rates between the Renminbi and the U.S. dollar for the periods indicated. These rates are provided solely for your convenience and are not necessarily the exchange rates that we used in this transition report.

	Renminbi per U.S. Dollar Noon Buying Rate			
	Average ⁽¹⁾	High	Low	Period-end
Fiscal year ended March 31, 2014	6.1220	6.0402	6.2273	6.2164
Fiscal year ended March 31, 2015	6.1952	6.1107	6.2741	6.1990
Fiscal year ended March 31, 2016	6.3584	6.1927	6.5932	6.4480
Fiscal year ended March 31, 2017	6.7425	6.4571	6.9580	6.8832
Nine months ended December 31, 2017	6.6881	6.4773	6.9060	6.5063
Most recent months:				
October 2017	6.6254	6.5712	6.6533	6.6328
November 2017	6.6200	6.5967	6.6385	6.6090
December 2017	6.5932	6.5063	6.6210	6.5063
January 2018	6.4233	6.2841	6.5263	6.2841
February 2018	6.3183	6.2649	6.3471	6.3280
March 2018	6.3174	6.2685	6.3565	6.2726
April 2018 (period through April 5, 2018)	6.2939	6.2785	6.3045	6.3045

Source: H.10 weekly statistical release of the Federal Reserve Board

⁽¹⁾ Annual averages are calculated using the exchange rates for the last day of each month during the relevant year. Monthly averages are calculated using daily exchange rates during the relevant month.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risks Relating to Our Business

Our testing development and delivery business currently operated by ATA Online represents a substantial majority of our business. The completion of the sale of ATA Online remains uncertain. If the sale of ATA Online is completed, our business may be substantially different following the sale of ATA Online. If the sale of ATA Online is not completed, we may not be able to achieve the same or greater results of operations or values to shareholders as with the sale of ATA Online.

Our testing development and delivery business being conducted by ATA Online constitutes a substantial majority of our business. In the fiscal year ended March 31, 2017 and the nine months ended December 31, 2017, revenues from ATA Online amounted to RMB 463.0 million and RMB 484.5 million (US\$74.5 million), respectively, representing 98.0% and 98.9% of our total revenues for the same periods, respectively. For the fiscal year ended March 31, 2017, ATA Online also constituted nearly 100% of ATA's positive bottom line contribution. On February 6, 2018, ATA entered into a share purchase agreement, or the Share Purchase Agreement, with a group of investors, including two entities affiliated with funds managed by CDH Investments, a major Chinese alternative asset management firm based in Beijing, or the CDH Entities; New Beauty Holdings Limited, a company controlled by Kevin Xiaofeng Ma; and four holding companies controlled by certain management members of ATA Online, or the Management Entities, together with the CDH Entities and New Beauty Holdings Limited, collectively, the Buyer Group, with respect to the sale of ATA Online. See Item 4.A. "Information on the Company—History and Development of the Company" for details.

The closing of this transaction is expected to take place in three stages subject to the satisfaction of various conditions precedent under the Share Purchase Agreement. On April 4, 2018, the first closing of this transaction, or the First Closing, was completed, and the second closing of this transaction, or the Second Closing, and/or the third closing of this transaction, or the Third Closing, still remain uncertain as of the date of this transition report. There is no assurance that all conditions precedent to the Second Closing and/or the Third Closing will be satisfied or waived. If the Third Closing does not happen while the First and Second Closings have happened and certain transaction considerations have been distributed to ATA BVI as dividend, we would incur up to approximately US\$27.35 million taxes and approximately US\$3 million of other expenses. Once incurred, it is unlikely that we would be able to recoup such taxes and expenses even if the parties unwind the entire transaction after the termination of the Share Purchase Agreement. In such case, we would be obligated to refund the First and Second Closing considerations to the relevant buyer(s), but we would be entitled to deduct such taxes and expenses from the deposit in the amount of US\$20.0 million provided by Mr. Kevin Xiaofeng Ma (or his designee), or the Deposit, and if the Deposit is insufficient to cover such taxes and expenses, then either (A) such taxes and expenses will be indemnified by Mr. Kevin Xiaofeng Ma's holding entity, or (B) the portion of the Second Closing consideration payable to the four entities owned and controlled by certain management members of ATA Online shall be deducted by the difference between (i) such taxes and expenses, and (ii) the Deposit, and we shall be released from any liability therefrom. If this transaction is completed, we will no longer conduct our testing development and delivery business currently operated by ATA Online. Subsequent to the closing of this transaction, the remaining portions of our businesses primarily include the following: (i) development of K-12 education assessment tools and contents, (ii) our collaboration with Nanjing University and the Education and Research Institute of Tsinghua University on several research projects, and (iii) our strategic investments in certain education technology companies, including Beijing Empower Education Online, Co., Ltd., ApplySquare Education & Technology Co., Ltd., Beijing GlobalWisdom Information Technology Co., Ltd., Brilent Inc., Beijing Satech Internet Educational Technology Ltd. and Master Mind Education Company. Subsequent to the closing of this transaction, we intend to leverage our existing competency-focused assessment and education service capabilities and the strategic opportunities that we have been working on to transform our company into a leading international education service provider. We plan to focus on three areas: (i) international education services for providing services to talents internationally; (ii) vocational training services for candidates using international resources and approaches; and (iii) evaluation services for assessing and evaluating candidates through content and methodologies. As a result, our business may be significantly different following the sale of ATA Online. As such, our results of operation for any particular historical period may not be indicative of our future operating results, and our revenues and results of operations may also be negatively affected. On the other hand, if the sale of ATA Online cannot be completed as planned, we will continue to conduct our testing development and delivery business operated by ATA Online, and may consider and evaluate other strategic opportunities. In such circumstances, there can be no assurance that our continued operation of ATA Online-related businesses or any alternative strategic opportunities will result in the same or greater results of operations or values to our shareholders as with the sale of ATA Online.

In addition, we have made certain representations, warranties and covenants under the Share Purchase Agreement with respect to the sale of ATA Online. If there is any breach by us of any such representation, warranty, covenant or other obligation under the Share Purchase Agreement, we may be liable, either before or after the closing of the transaction. For details regarding the Share Purchase Agreement, see Item 4.A. "Information on the Company—History and Development of the Company."

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We may fail to satisfy the continued listing requirements for Nasdaq Global Market following the sale of ATA Online. If we are unable to satisfy such continued listing requirements, our ADSs may be delisted from that market.

Our reporting obligations as a SEC registrant will not be affected as a result of completing the sale of ATA Online. For as long as we remain as such, we have an obligation to continue to comply with the applicable reporting requirements of the Exchange Act, which includes the filing with the SEC of periodic reports and other documents relating to our business, financial condition and other matters, even though compliance with such reporting requirements is economically burdensome. However, in order to continue to be listed on the

Nasdaq Global Market, we must meet the continued listing requirements as set forth in Rule 5450(a) and at least one of the equity, market value and total assets/total revenue standards in Rule 5450(b) of the Nasdaq Listing Rules. Because ATA Online represents a substantial majority of our business and operating assets, the sale of ATA Online will significantly increase our risk of failure to meet these requirements. Additionally, our ADSs may be subject to delisting by the Nasdaq under Rule 5810 of the Nasdaq Listing Rules, which provides that the Nasdaq Listing Qualifications Department may, based on its discretionary authority, determine to limit or prohibit continued listing of a company as a result of the company's failure to comply with the continued listing requirements. Any delisting of our ADSs from the Nasdaq Global Market could adversely affect our ability to attract new investors, decrease the liquidity of our outstanding ADSs, reduce our flexibility to raise additional capital, reduce the trading price of our ADSs, and increase the transaction costs inherent in trading such shares with overall negative effects for our shareholders. In addition, delisting of our ADSs could deter broker-dealers from making a market in or otherwise seeking or generating interest in our ADSs, and might deter certain institutions and persons from investing in our securities at all. For these reasons and others, the delisting could adversely affect the price of our ADSs and our business, financial condition and results of operations.

A limited number of our clients have accounted for and are expected to continue to account for a high percentage of our revenues. The loss of or significant reduction in orders from any of these clients could significantly reduce our revenues and have a material adverse effect on our results of operations.

Our three largest clients in the nine months ended December 31, 2017, the Chinese Institute of Certified Public Accountants, or the CICPA, the Asset Management Association of China, or the AMAC, and the China Bankers Institute, or the CBI accounted for 23.3%, 14.5% and 10.7%, respectively, of our net revenues in that period. We provide both computer-based testing and test administration services to our three largest clients. We generated RMB 237,976,760 (\$36,576,358) net revenues from our services to CICPA, AMAC and CBI in the nine months ended December 31, 2017.

As of December 31, 2017, our gross accounts receivable from CICPA, AMAC and CBI were RMB 15,537,954 (\$2,388,140), RMB 15,714,552 (\$2,415,282) and RMB nil (\$nil), respectively.

Due to our dependence on a limited number of clients, any one of the following events, among others, could cause material fluctuations or declines in our revenues and have a material adverse effect on our financial condition or results of operations:

- a reduction, delay or cancellation of contracts or product or service orders from one or more of our major clients;
- a delay in paying or failure to pay outstanding accounts receivable;
- a decision by one or more of our major clients to award contracts or orders to one of our competitors; and
- a decision by one or more of our major clients to significantly reduce the price they are willing to pay for our services or products.

Any of these events could occur due to causes outside of our control, such as macro-economic conditions, changes in a client's management or the personnel with whom we interact, changes in technology, the actions of our competitors, changes in governmental regulations and policies and changes in a client's budgeting or financial prospects.

Our financial results are subject to fluctuations and seasonality related to the revenue cycles for our products and services. Our relatively long and unpredictable sales cycle and other factors beyond our control may decrease our revenues in a particular period. As a result, it is difficult for us to predict our results of operations and you should not rely on our historical operating results as an indication of our future financial performance.

Our results of operations have varied in the past from period to period, and are likely to vary in the future, due to the fact that a substantial portion of our sources of revenues are seasonal. We have experienced seasonality and expect in the future to continue to experience seasonality in net revenues and accounts receivable related to our test delivery services, with the quarters ending June 30 and December 31 typically having higher net revenues from testing services and the quarters ending September 30 and March 31 typically having lower net revenues from testing services. This is primarily because the tests from which we derive substantial revenues are mostly delivered in the quarters ending June 30 and December 31. Test timing can be a major contributing factor to quarterly fluctuations of financial results. For example, we generated revenues of RMB 316.4 million in the quarter ended December 31, 2017 as compared to RMB 69.6 million in the quarter ended September 30, 2017, primarily because one of our major test sponsors, CICPA, held tests during the quarter ended December 31.

In addition, our sales cycles are generally long and unpredictable. A client's decision to purchase our products and services often involves a lengthy evaluation process. Throughout the sales cycle, we often spend considerable time educating and providing information to prospective clients regarding the use and benefits of our products and services. Moreover, budget constraints and the need for multiple approvals within large enterprises, governmental agencies and educational institutions may also delay purchasing decisions. As a result, the sales cycle for our services may last a year or longer. Such a lengthy sales cycle, and any future increases in our sales cycle, could lead to higher sales and marketing expenses and adversely affect our cash flow from operations. In addition, the lengthy sales cycle has made, and may continue to make, our financial results prone to fluctuations or decrease our revenues in a particular period.

If our revenues for a particular quarter are lower than we expect, we may be unable to reduce our operating expenses for that quarter by a corresponding amount, which could negatively affect our operating results for that quarter. As a result, you should not rely on our quarter-to-quarter comparisons of our operating results as indicators of likely future performance. Our operating results may be below the expectations of public market analysts and investors in one or more future quarters. If that occurs, the market price of our ADSs could decline and you could lose part or all of your investment. Fluctuations of our quarterly financial results may also lead to increased volatility in the market price of our ADSs.

The market for our services in China is still emerging and evolving rapidly. If market acceptance of our services declines or fails to grow, our revenue growth may slow or we may experience a decrease in revenues.

As the market for our services in China is still emerging and evolving rapidly, our success will depend to a large extent on our ability to convince our clients that our technologies and services are valuable and that it is more cost-effective for them to utilize our services than for them to develop similar services in-house.

We must address the following concerns, among others, with our clients as they decide to implement our computer-based testing services to use our technologies and services:

- concern over the commitment of time, personnel and funding necessary to implement our computer-based testing services;
- ability of clients to develop their own computer-based testing services;
- possible perceived security and academic integrity risks associated with computer-based testing services and third-party curriculum providers; and
- reluctance of the academic community to adopt computer-based learning materials and computer-based tests.

A decline in the demand for computer-based testing services by test sponsors could negatively affect the demand for our computer-based testing services and technologies. Even if the demand for computer-based testing services continues to grow, this demand may not grow as quickly as we anticipate. If market acceptance of our services declines or fails to grow, our revenue growth may slow or we may experience a decrease in revenues.

The markets for our new service offerings are still new and unpredictable. If we cannot succeed in adapting to client needs in the new markets or effectively addressing risks associated with this expansion, our revenue growth may slow and our reputation may be negatively affected.

We have allocated, and intend to continue to allocate, time, effort and capital to expand our service offerings, and test-delivery systems, such as our proprietary mobile test administration platform called the Mobile Testing Service, or MTS, which we launched in 2013, our patented online testing platform, EzTest, which we launched in 2015, and our new online recruitment management platform, EzInterview, which we launched in 2017. In November 2013, we completed our acquisition of Xing Wei Institute (Hong Kong) Limited, or Xing Wei, a private education technology company that provides training solutions as well as online and mobile training platforms for corporations in China, to expand our service offering with respect to training and consulting for corporations. In December 2014, we made a strategic investment in Master Mind Education Company, or Master Mind, which marks our expansion into China's K-12 education market. In January 2015, we made a strategic investment in Beijing Satech Internet Educational Technology Ltd., or Satech, which marks our expansion into SAT exam-related training market. With the aim of continuing to expand in the overseas education market, we subsequently increased our investment in Satech in April 2016. In September 2015, we made another strategic investment in Brilent Inc., or Brilent, which we expect to offer our clients with services that improve the effectiveness of selecting the most suitable individual for their job openings. In April 2016, we made a strategic investment in Beijing Empower Education Online, Co., Ltd., or EEO, an online education company that operates web-based virtual classroom platforms in China, to further increase our business efforts in online learning and the K-12 education market. In May 2016, we made a strategic investment in Medicine (Beijing) Education Technology Ltd., a China-based online education technology company focused on providing training and exam preparation services in the specialty niche sectors of medicine, pharmacy and healthcare. In June 2016, we made a strategic investment in ApplySquare Education & Technology Co., Ltd., or ApplySquare, which signals our entry into the Chinese higher education market. In July 2016, we made a strategic investment in Beijing GlobalWisdom Information Technology Co., Ltd., or GlobalWisdom, through which we expect to explore growth opportunities in China's online language education market. In February 2017, we entered into a partnership with Nantong MOOC-CN Investment Center (Limited Partnership), or MOOC-CN Investment, pursuant to which MOOC-CN Investment agreed to make a strategic investment to help us expand into the K-12 education assessment market, with particular focus on the development of K-12 education assessment tools and content. In April 2017, we made an additional investment of RMB 5.5 million (\$0.8 million) in EEO, while our equity interest in EEO remained unchanged. To diversify our service offerings and explore further growth opportunities, we continued to make strategic investments in the nine months ended December 31, 2017. For example, in December 2017, we acquired Beijing Qihuang Huizhi Technology Co., Ltd., through which we expect to provide online training services to the Internet Access Service Association of China. As the markets for these offerings are relatively new for us, we cannot assure you that we will succeed in adapting to client needs in these markets or effectively addressing risks associated with this expansion. In the nine months ended December 31, 2017, we recorded an impairment loss of RMB 15.2 million (\$2.3 million) related to the investments in Brilent. Brilent encountered shortage of working capital resulted from continuous negative operating cash flows and loss of key personnel in the fourth quarter of 2017.

It may be difficult for us to accurately predict demand for these and other new service offerings we develop. Furthermore, the PRC government may enact unforeseen regulations and policies that could limit our ability to provide or expand certain services, such as prohibitions on foreign-invested entities engaging in certain businesses. Additional risks that we face expanding in these markets include the following:

- we may underestimate the amount of capital, personnel and other resources required to carry out our expansion plans, which may affect the success of our expansion and/or negatively impact the quality of our other product and service offerings;
- if we are unsuccessful in the relevant new market, it may negatively affect our reputation and the status of our brand in other markets;

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- we may fail to develop sufficient payment collection, technical support and other administrative capabilities necessary to successfully develop and manage our new service offerings on an increasingly large scale; and
- we have recorded impairment losses relating to certain strategic investments and may continue to incur additional impairment losses associated with our future investments which may adversely affect our financial condition and results of operations.

If we fail to maintain our relationship with major test sponsors, our revenue growth may slow or we may experience a decrease in revenues.

The success of our service offerings depends on our ability to gain and maintain relevant business relationships, such as our relationship with major test sponsors for computer-based tests in China, our relationship with the licensor of certain test titles, and our relationship with Saville Assessment in relation to psychometric tests for our HR Select employee assessment solution. Factors that are beyond our control may cause our relationship with relevant parties to change. For example, our exclusive Test of English for International Communication, or TOEIC distributor contract ended on February 28, 2014 due to ETS' decision to change its distribution model. Although we are still a distributor and administrator of TOEIC exams in China and signed a non-exclusive distributor contract with ETS on June 23, 2014 (which was subsequently extended on January 20, 2017) to continue the delivery of TOEIC exams to some of our existing institutional clients until December 31, 2019, we had lost a majority of the revenues generated from administering TOEIC exams due to contractual limitations on the scope of TOEIC exam services to selected market segments in China. If we fail to maintain relationship with our major test sponsors, our revenue growth may slow or we may experience a decrease in revenues.

Failure to comply with the regulations relating to information security and privacy protection, such as breaches or perceived breaches of our security measures relating to test collection, scoring and storage, unauthorized disclosure or misuse of personal data through breach of our computer systems or otherwise, could result in negative publicity and clients loss, expose us to protracted and costly litigation, and harm our business and results of operations.

The internet industry is facing significant challenges regarding information security and privacy protection, particularly with regard to the collection, storage, transmission and sharing of confidential information, among others. As part of our service offerings, we collect, process, transmit and store highly confidential information, including personal information and test questions, answers and scores. We are required under PRC law to maintain the security and confidentiality of the information we handle as part of our testing services, which is also essential to protecting the integrity and accuracy of the test taking process and retaining our client base. In December 2012, the Standing Committee of the PRC National People's Congress promulgated the Decision on Strengthening Network Information Protection, or the Network Information Protection Decision, to enhance the legal protection of information security and privacy on the internet. The Network Information Protection Decision specifically requires internet operators to take security measures to ensure confidentiality of information of users. We have adopted various security measures pertaining to the collection, processing, transmission or storage of user information. However, any breach or perceived breach in our security measures as a result of third-party action, employee error, and malfeasance or otherwise, or any instances or claims of cheating on tests that we administer could result in liability claims and have a negative impact on our reputation.

The PRC regulatory and enforcement regime with regard to data security and data protection has also been evolving rapidly in recent years. On July 1, 2015, the National People's Congress Standing Committee promulgated the National Security Law, or the New National Security Law, which took effect on the same date and replaced the former National Security Law promulgated in 1993. Under the New National Security Law, we are obligated to safeguard national security by, for example, providing evidence related to activities endangering national security, providing convenience and assistance for national security work, and providing necessary support and assistance for national security institutions, public security institutions as well as military institutions. As such, we may have to provide data to the PRC government authorities and military institutions to ensure compliance with the New National Security Law. Complying with such regulations could cause us to incur substantial costs, require us to change our data practices in a manner adverse to our business, or even subject us to negative publicity which could harm our reputation with users and negatively affect our business operations and the trading price of our ADSs. In addition, in November 2016, the National People's Congress Standing Committee promulgated the Cyber Security Law, which took effect on June 1, 2017, to protect cyberspace security and order. The Cyber Security Law tightens control of cyber security and sets forth various security protection obligations for network operators. According to the Cyber Security Law, network operators shall, among others, take security measures to protect the network from unauthorized interference, damage and unauthorized access and prevent data from being divulged, stolen or tampered with. In case of any misuses of information collected from our clients or students or any unauthorized interference, damage, or unauthorized or inappropriate disclosure of such information due to our failure to protect it, we could be subject to negative publicity, liability claims or regulatory penalties. Any such negative publicity, liability claims or regulatory penalties could cause us to lose clients, expose us to costly litigation and have a material adverse impact on our business and results of operations.

If certain tests are not allowed to be administered in China due to test security concerns, our revenue growth may slow or we may experience a decrease in revenues.

We administered a number of international tests in China, such as TOEIC. In recent years, form leakage and organized cheatings have been frequently reported in the international tests. These tests may be canceled by their owners in order to protect the integrity of their programs. For example, ACT, Inc., owner and developer of the American College Test, or the ACT, canceled the administration of the ACT test in September 2017 at multiple test centers in Asia, including those in Japan, Singapore, Macau, Taiwan and some centers in Hong Kong, due to potential leakage of the test materials. If certain tests that we are administering are not allowed to be taken in China, our revenue growth may slow or we may experience a decrease in revenues.

Reductions in public funding available to our clients that are governmental agencies could adversely impact the demands of these agencies and institutions for our products and services.

We derive a significant portion of our total net revenues from licensing and service fees from Chinese governmental agencies. Demands and ability to pay for our products and services by these agencies are affected by government budgetary cycles, funding availability and government policies. Funding reductions, reallocations or delays could adversely impact demand for our products and services by our clients or reduce the fees these clients are willing to pay for our products and services.

A significant portion of our revenues are dependent on market acceptance of our E-testing platform and other computer-based testing technologies, and if we are unable to anticipate and meet our clients' technological needs and challenges from new technologies and industry standards, our products and services may lose market acceptance or become obsolete, and our margins and results of operations may be adversely affected.

Our advanced technologies for the creation and delivery of computer-based tests, including our E-testing platform and our performance-based testing technologies, are a key factor in growing and maintaining our relationships with test sponsors, educational institution clients and educational program content providers. Our future success depends on our ability to upgrade our systems, develop new technologies and anticipate and meet the technical needs of our clients on a regular basis. The emergence in the market of new test creation and delivery technologies or substitute products and services could reduce our competitiveness or render our current technologies and services obsolete. Moreover, if other companies develop similar technologies offering functionality comparable to that of our technologies, pricing pressure may increase and our margins and results of operations may be adversely affected. Additionally, industry standards such as standard interfaces and data exchange protocols may be developed for testing technologies, and if these industry standards are incompatible with our technologies, demands for our technologies, products and services may decline significantly. To the extent we are unable to maintain our market leadership position in key testing technologies or anticipate and respond to technological developments and changes in industry standards in a timely and cost-effective manner, our products and services may lose market acceptance or become obsolete.

Technical errors or failures in relation to computer-based tests delivered through our test delivery platform could result in negative publicity, loss of clients, liability claims and costly and disruptive litigation.

Due to the complexity of the technologies we use to create and deliver computer-based tests for our clients, technical errors or failures may occur in relation to these services. These may include errors, failures or bugs in our software applications and test security technologies, breakdowns or failures of our servers and computer networks, and connectivity failures between our networks. While we have not experienced major problems to date due to errors, breakdowns, failures, bugs or defects, we cannot assure you that we will not experience such problems in the future. If such a problem were to occur, it could disrupt or compromise the integrity of the test taking process or the test content and results, which could lead to negative publicity and loss of clients and may subject us to liability claims. Although we have established a formal crisis management system to respond to technical problems, it has never been tested in a real crisis situation. Any litigation or negative publicity resulting from an error or failure, with or without merit, could result in substantial costs and divert management's attention and resources from our business and operations.

If we fail to maintain a strong brand, our business may not grow and our financial results may be adversely impacted.

We believe that maintaining and enhancing the value of the "ATA" brand is important to attracting clients. Our success in maintaining brand awareness will depend on our ability to consistently provide high quality, value-adding, user-friendly and secure products and services. As we expand our product and service offerings, we are increasing our efforts to establish a wider recognition of the "ATA" brand. To establish a wider recognition of our "ATA" brand among test takers, test sponsors and companies, we may need to spend significant resources on advertising. As we have limited experience with advertising and other activities required to establish a widely recognized brand, we cannot assure you that we will effectively allocate our resources for these activities or succeed in maintaining and broadening our brand recognition and appeal. If we fail to maintain a strong brand, our business may not grow and our financial results may be adversely impacted.

Actions by our authorized test centers could lead to damage to our brand and reputation, which could cause us to incur substantial costs and strain our relationships with our clients.

As of December 31, 2017, we had contractual relationships with 3,344 authorized test centers. We do not own these centers and their employees are not our employees. Under our contracts with these test centers, we require them to provide sufficient facilities to properly administer computer-based tests and to follow prescribed guidelines for facility maintenance and test administration. We also conduct regular reviews of their facilities and operations and provide consulting services on test administration. However, our contractual arrangements with the test centers provide us with only limited ability to oversee their activities, and most test centers engage in other activities, such as serving as classrooms, when not administering tests. If a test center was to engage in an unauthorized or unlawful conduct, whether related to administering computer-based tests or otherwise, our clients, prospective clients and the general public may associate this conduct with our brand, and negative publicity associated with this conduct could harm our reputation and lessen overall demands for computer-based testing services. Furthermore, our business may also be adversely affected if our authorized test centers do not maintain their premises, administer our computer-based tests, or hire qualified personnel and train them properly in a manner consistent with our standards and requirements. In addition, a liability claim against an ATA authorized test center or any center personnel may result in unfavorable publicity for us, our products and services and our other test centers, and could damage our brand and reputation, whether or not the claim is successful. While we may terminate our contracts and relationships with our authorized test centers if any of these events were to occur, we may not be able to identify problems or take actions quickly enough to prevent harm to our reputation.

We depend on our key personnel and our business may be severely disrupted if we lose their services and are unable to replace them.

Our future success is dependent upon the continued services of our key executives, as we rely on their industry experience and expertise in our business operations. In particular, we rely heavily on Kevin Xiaofeng Ma, our chairman and chief executive officer for his business vision, management skills, technical expertise, experience in the testing, IT and education industries and working relationships with many of our clients, shareholders and other participants in the testing, IT and education industries. If Mr. Ma is unable or unwilling to continue in his present positions, or if he joined a competitor or formed a competing company in violation of his employment agreement, we may not be able to replace him easily and our business may be severely disrupted.

We may face increasing competition from international and domestic competitors. If we fail to successfully compete, our revenues and market share may decrease, and our results of operations may be adversely affected.

As our business and markets continue to expand, we will face increasing competition, including competition from new entrants, both domestic and international, who will try to gain market share from us. Competitors may introduce new technologies, products and services that have better performance, offer lower prices and gain broader acceptance than our technologies, products and services. Such new products may reduce the overall market for our products and services.

In the computer-based testing services market, we compete primarily on the basis of technology, price, management experience, established infrastructure, reputation and brand. In the future, as more companies enter this market, we believe pricing may become increasingly competitive as well. For our HR Select employee assessment solution, while there are other companies providing services to corporate human resources departments, we are differentiated by our focus on offering more professional testing services with proprietary testing technologies. Traditional Chinese test preparation material providers, such as publishing companies, indirectly compete with our online education services. Increased competition could cause us to lose clients or make it necessary for us to reduce our prices in order to retain our clients, which may negatively affect our revenues and results of operations.

We may not be able to attract and retain the highly skilled employees we need to support our planned growth.

Due to intense market competition for highly skilled workers, we have faced difficulties locating experienced and skilled personnel in certain areas, such as administration, marketing, product development, sales, finance and accounting. In particular, we have had difficulty finding personnel with experience in the computer-based testing services market. We cannot assure you that we will be able to attract or retain the key personnel that we will need to achieve our business objectives. Even if we can identify qualified candidates, they may be subject to non-competition agreements with their prior employers that prevent us from hiring them. In addition, we cannot assure you that we will be able to retain our current skilled personnel. According to our contracts with our employees, all of our employees are prohibited from engaging in any activities that compete with our business during the period of their employment and for two years after termination of their employment with us. Furthermore, all employees are prohibited, for a period of two years following termination, from soliciting other employees to leave us and, for a period of five years following termination, from soliciting our existing clients. However, we may have difficulty enforcing these non-competition and non-solicitation provisions in China because the Chinese legal system, especially with respect to the enforcement of such provisions, is still developing.

Many of our contracts with governmental agencies and public educational institutions take the form of framework agreements and offer little contractual or legal protections, and it may be impractical for us to pursue or obtain legal remedies against these clients.

Many governmental agencies and other public sector entities in China require the use of simple framework agreements for the procurement of products and services from us that lack many of the detailed aspects of our business arrangements. For example, the terms of service may lack the clarity we would normally have in our contracts with commercial enterprises, or contract terms protecting our intellectual property may not be as clear and detailed as we would normally have in our contracts with commercial enterprises. Moreover, it may not be feasible or practicable for us to take legal actions against our government and public sector clients to enforce our contractual rights. As a result, we may lack the same contractual or legal protections, or ability to enforce such protections, that we would normally have under the contracts we typically enter into with our other clients.

Unauthorized use of our intellectual property by third parties, including infringement of our “ATA” brand, and the expenses incurred in protecting our intellectual property rights, may adversely affect our business.

Our copyrights, trademarks, trade secrets, patents and other intellectual property are important to our success. In particular, we believe that our “ATA” brand name represents a valuable asset as we have sought to gain a reputation for high quality and secure testing services and advanced testing technologies within our markets. Unauthorized use of any of our intellectual property may adversely affect our business and reputation. We rely on trademark, patent, and copyright law, trade secret protection and confidentiality agreements with our employees, clients, business partners and others to protect our intellectual property rights. Nevertheless, it may be possible for third parties to obtain and use our intellectual property without authorization. The unauthorized use of intellectual property is common and widespread in China and enforcement of intellectual property rights by Chinese regulatory agencies is inconsistent. Moreover, litigation may be necessary in the future to enforce our intellectual property rights. Future litigation could result in substantial costs and diversion of our management’s attention and resources, and could disrupt our business, as well as have a material adverse effect on our financial condition and results of operations. Given the relative unpredictability of China’s legal system and potential difficulties enforcing a court judgment in China, there is no guarantee that we would be able to halt the unauthorized use of our intellectual property through litigation.

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We may be subject to intellectual property infringement claims, which may force us to incur substantial legal expenses and, if determined adversely against us, may materially disrupt our business.

We cannot assure you that our business operations, in particular, our software, trademarks, know-how and other technologies do not or will not infringe upon patents, valid copyrights or other intellectual property rights held by third parties. We may become subject to legal proceedings and claims from time to time relating to the intellectual property of others in the ordinary course of our business. For example, we have been unable to register our “ATA” trademark with the China Trademark Office due to similarity with other trademarks. Although we have not received notice of trademark infringement claims since we began using the mark in 1999 and believe that the risk of litigation is remote, we may be subject to such claims in the future. If we were found to have violated the intellectual property rights of others, we may be enjoined from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives. In addition, we may incur substantial expenses, and may be forced to divert management and other resources from our business operations, to defend against these third-party infringement claims, regardless of their merit. Successful infringement or licensing claims against us may result in substantial monetary liabilities or may materially disrupt the conduct of our business by restricting or prohibiting our use of the intellectual property in question.

Because there is limited business insurance coverage in China, any business disruption or litigation we experience might result in our incurring substantial costs and diverting significant resources to handle such disruption or litigation.

The insurance industry in China is not fully developed. Insurance companies in China offer limited business insurance products. While business disruption insurance may be available to a limited extent in China, we have determined that the risks of disruption and the difficulties and costs associated with acquiring such insurance render it commercially impractical for us to have such insurance. As a result, we do not have any business liability, disruption or litigation insurance coverage for our operations in China. Any business disruption or litigation might result in our incurring substantial costs and the diversion of resources.

We may face challenges and risks in connection with possible investments and acquisitions as well as forming joint ventures, including identifying suitable opportunities and integrating acquired or new businesses and assets with our existing operations, which could interrupt our business operations or adversely affect our results of operations.

As part of our business strategy, we may seek to broaden our service offerings, obtain additional clients and strengthen our service quality by acquiring other companies or businesses or making strategic investments. However, our ability to implement our acquisition or investment strategy will depend on a number of factors, including the availability of suitable acquisition candidates at an acceptable cost or at all, our ability to compete effectively to attract and reach agreements with acquisition or investment candidates or joint venture partners on commercially reasonable terms, and the availability of financing to complete acquisitions or investment or joint ventures as well as our ability to obtain any required government approvals or licenses. As such, the identification of suitable acquisition or investment targets or joint venture candidates and the consummation of proposed acquisition or investment or joint venture transactions could be difficult, time consuming and costly, and we may not be able to successfully capitalize on identified opportunities. In addition, we cannot assure you that any particular acquisition or investment or joint venture transaction will produce the intended benefits or synergies. For example, we recorded an impairment loss of RMB 15.2 million (US\$2.3 million) in the nine months ended December 31, 2017 related to one of our strategic investments. In addition, we may not be successful in integrating acquisitions with our existing operations and personnel. Moreover, the acquisitions or investment we pursue may require us to expend significant management and other resources, which may result in interruption to our business operations.

There are other risks associated with acquisitions, including:

- unforeseen or hidden liabilities, including exposure to legal proceedings, associated with newly acquired companies;
- failure to generate sufficient revenues to offset the costs and expenses of acquisitions;
- integration of the management of the acquired business into our own;
- potential impairment losses or amortization expenses relating to goodwill and intangible assets arising from any of such acquisitions, which may materially reduce our net income or result in a net loss;
- potential conflicts with our existing employees as a result of our integration of newly acquired companies; and
- possible contravention of Chinese regulations applicable to such acquisitions.

Furthermore, raising capital to finance acquisitions or investments could cause earnings or ownership dilution to your shareholding interests, which in turn could result in losses to you. Any one or a combination of the above risks could interrupt our business operations and adversely affect our results of operations.

We may need additional capital and any failure by us to raise additional capital on terms favorable to us, or at all, could limit our ability to grow our business and develop or enhance our product and service offerings to respond to market demands or competitive challenges.

Capital requirements are difficult to plan in the rapidly changing industries in which we operate. We believe that our current cash and expected future cash flows from operations will be sufficient to meet our anticipated working capital and capital expenditures for the next 12 months and the foreseeable future beyond that point. We may, however, require additional cash resources due to changed business conditions or other future developments, including any investments or acquisitions we may decide to pursue. If our sources of liquidity

are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain a credit facility. The sale of additional equity securities could result in dilution to our shareholders. The incurrence of indebtedness would result in increased debt service obligations and could require us to agree to operating and financing covenants that would restrict our operations. Our ability to obtain additional capital on acceptable terms is subject to a variety of uncertainties, including:

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- investors' perception of, and demand for, securities of computer-based testing and education companies;
- conditions of the U.S., PRC and other capital markets in which we may seek to raise funds;
- our future results of operations and financial condition;
- Chinese government regulations of foreign investment in China;
- economic, political and other conditions in China; and
- Chinese government policies relating to the borrowing and remittance of foreign currency outside China.

We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all. Any failure by us to raise additional funds on terms favorable to us, or at all, could limit our ability to grow our business and develop or enhance our product and service offerings to respond to market demand or competitive challenges.

We may be unable to maintain an effective system of internal control over financial reporting, and as a result we may be unable to accurately report our financial results or prevent fraud.

We are subject to provisions of the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act requires that we include a report from management on the effectiveness of our internal control over financial reporting in our annual reports on Form 20-F. Our management concluded that our internal control over financial reporting is effective as of December 31, 2017, and our independent registered public accounting firm reported on our internal controls over financial reporting. However, if we fail to maintain effective internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting at a reasonable assurance level. Our failure to maintain effective internal control over financial reporting could result in a loss of investor confidence in the reliability of our reporting processes, which could materially and adversely affect the trading price of our ADSs.

Our reporting obligations as a public company will continue to place a significant strain on our management, operational and financial resources and systems for the foreseeable future. Our failure to maintain effective internal control over financial reporting could result in the loss of investor confidence in the reliability of our financial reporting processes, which in turn could harm our business and negatively impact the trading price of our ADSs.

Our independent registered public accounting firm's audit documentation related to their audit reports included in this transition report may include audit documentation located in China. The Public Company Accounting Oversight Board currently cannot inspect audit documentation located in China and, as such, you may be deprived of the benefits of such inspection.

Our independent registered public accounting firm that issues the audit reports included in our annual reports filed with the U.S. Securities and Exchange Commission, or SEC, as auditors of companies that are traded publicly in the United States and a firm registered with the U.S. Public Company Accounting Oversight Board (United States), or the PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and professional standards. However, audit documentations located in China are not currently inspected by the PCAOB because the PCAOB is currently unable to conduct inspections without the approval of the PRC authorities.

Inspections conducted by the PCAOB outside of China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The lack of PCAOB inspections in China prevents the PCAOB from regularly evaluating audit documentation located in China and its related quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures or quality control procedures as compared to audits outside of China that are subject to PCAOB inspections. Investors may lose confidence in our reported financial information and procedures and the quality of our financial statements.

Our independent registered public accounting firm may be temporarily suspended from practicing before the SEC if unable to continue to satisfy the SEC investigation requests in the future. If a delay in completion of our audit process occurs as a result, we could be unable to timely file certain reports with the SEC, which may lead to the delisting of our stock.

On January 22, 2014, Judge Cameron Elliot, an SEC administrative law judge, issued an initial decision suspending the Chinese member firms of the "Big Four" accounting firms, including our independent registered public accounting firm, from practicing before the SEC for six months. In February 2014, the initial decision was appealed. While under appeal and in February 2015, the Chinese member firms of the "Big Four" accounting firms reached a settlement with the SEC. As part of the settlement, each of the Chinese member firms of "Big Four" accounting firms agreed to settlement terms that include a censure, undertakings to make a payment to the

SEC, procedures and undertakings as to future requests for documents by the SEC, and possible additional proceedings and remedies should those undertakings not be adhered to.

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If the settlement terms are not adhered to, our independent registered public accounting firm may be suspended from practicing before the SEC, which could in turn delay the timely filing of our financial statements with the SEC. In addition, it could be difficult for us to timely identify and engage another qualified independent registered public accounting firm to replace our current one. A delinquency in our filings with the SEC may result in NASDAQ initiating investigation procedures, which could adversely harm our reputation and have other material adverse effects on our overall growth and prospects.

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

We believe that we were not a passive foreign investment company, or PFIC, for U.S. federal income tax purposes for the nine-month period ended December 31, 2017, and we do not expect to be a PFIC in any future taxable year. However, PFIC status is tested each year and depends on the composition of our assets and income and the value of our assets from time to time. Since we currently hold, and expect to continue to hold, a substantial amount of cash and other passive assets and, since the value of our assets is to be determined in large part by reference to the market prices of our ADSs and common shares, which is likely to fluctuate over time, there can be no assurance that we will not be a PFIC for any future taxable year. If we are a PFIC for any taxable year during which a U.S. investor held our ADSs or common shares, certain adverse U.S. federal income tax consequences would apply to the U.S. investor. See Item 10.E. “Additional Information — Taxation — United States Federal Income Taxation — Passive Foreign Investment Company.”

Risks Relating to Regulations of Our Business

If the China Securities Regulatory Commission, or CSRC, or another PRC regulatory agency determines that CSRC approval was required in connection with our initial public offering, we may become subject to penalties.

On August 8, 2006, six PRC regulatory agencies, including the CSRC, promulgated the Provisions Regarding Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the M&A Rule, which became effective on September 8, 2006. The M&A Rule, among other things, requires that an offshore company controlled by PRC companies or individuals that has acquired a PRC domestic company for the purpose of listing the PRC domestic company’s equity interest on an overseas stock exchange must obtain the approval of the CSRC prior to the listing and trading of such offshore company’s securities on an overseas stock exchange. On September 21, 2006, the CSRC, pursuant to the M&A Rule, published on its official website procedures specifying documents and materials required to be submitted to it by offshore companies seeking CSRC approval of their overseas listings.

Our PRC counsel, Jincheng Tongda & Neal Law Firm, advised us that CSRC approval was not required for our initial public offering in February 2008 because the CSRC approval required under the M&A Rule only applies to an offshore company that has acquired a domestic PRC company for the purpose of listing the domestic PRC company’s equity interest on an overseas stock exchange, while (i) we obtained our equity interest in each of our PRC subsidiaries by means of direct investment other than by acquisition of the equity or assets of a PRC domestic company in 2008, (ii) our former contractual arrangements with ATA Online (see “Item 7.B. Major Shareholders and Related Party Transactions—Related Party Transactions.” for more details) do not constitute the acquisition of ATA Online, (iii) the M&A Rule does not apply to the acquisition by ATA Learning, a wholly foreign owned enterprise, and (iv) although Article 11 of the M&A Rule prohibits the circumvention of the M&A Rule through establishing foreign-invested enterprises, or FIEs, ATA Learning was established in 2003 before the M&A Rule was promulgated, which makes this acquisition not a circumvention of the M&A Rule. However, if it is determined that CSRC approval was required, we may face regulatory actions or other sanctions from the CSRC or other PRC regulatory agencies. These regulatory agencies may impose fines and penalties on our operations in China, limit our operating privileges in China, or take other actions that could have a material adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs.

Because we may rely on dividends and other distributions on equity paid by our current and future Chinese subsidiaries for our cash requirements, restrictions under Chinese law on their ability to make such payments could materially and adversely affect our ability to grow, make investments or acquisitions that could benefit our business, pay dividends to you, and otherwise fund and conduct our businesses.

We have adopted a holding company structure, and our holding companies may rely on dividends and other distributions on equity paid by our current and future Chinese subsidiaries for their cash requirements, including the funds necessary to service any debt we may incur or financing we may need for operations other than through our Chinese subsidiaries. Chinese legal restrictions permit payments of dividends by our Chinese subsidiaries only out of their accumulated after-tax profits, if any, determined in accordance with PRC GAAP. Our Chinese subsidiaries are also required under Chinese laws and regulations to allocate at least 10% of their after-tax profits determined in accordance with PRC GAAP to statutory reserves until such reserves reach 50% of the company’s registered capital. Allocations to these statutory reserves and funds can only be used for specific purposes and are not transferable to us in the form of loans, advances or cash dividends. As of December 31, 2017, our Chinese subsidiaries allocated RMB 62.3 million (\$9.6 million) to the general reserve fund, which is restricted for distribution to the Company. We are in full compliance with PRC laws and regulations relating to such allocations. Any limitations on the ability of our Chinese subsidiaries to transfer funds to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends and otherwise fund and conduct our business.

The discontinuation of any of the preferential tax treatments currently enjoyed by our subsidiaries in the PRC could materially

increase our tax obligations.

Effective from January 1, 2008, the PRC Enterprise Income Tax Law, or the EIT Law, imposes a tax rate of 25% on all enterprises, including foreign-invested enterprises, and terminates many of the tax exemptions, reductions and preferential treatments available under previous tax laws. However, enterprises that were established before March 16, 2007 and already enjoyed preferential tax treatments may continue to enjoy them (i) in the case of certain preferential tax rates that are specified by tax legislations for a transition period of five years from January 1, 2008, or (ii) in the case of tax exemption or reduction for a specified term, until the expiration of such term.

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Under the EIT Law, qualified “high-and-new technology enterprises eligible for key support from the State” (“HNTE”) are entitled to a preferential tax rate of 15%, subject to an annual review during the valid period of their HNTE certificates. If an HNTE enterprise no longer satisfies the related accreditation criteria, its certificate will be cancelled and it will cease to be entitled to the related tax incentives. In December 2008, ATA Testing Authority (Beijing) Limited, or ATA Testing, was recognized as an HNTE and obtained its HNTE certificate, which entitled ATA Testing to a preferential tax rate of 15% for calendar years 2008 to 2010. In October 2011, ATA Testing successfully renewed its HNTE certificate for another three years from 2011 and therefore is entitled to a preferential tax rate of 15% for calendar years 2011 to 2013. In October 2014, ATA Testing successfully renewed its HNTE certificate for another three years from 2014 and therefore is entitled to a preferential tax rate of 15% for calendar years 2014 to 2016. In October 2017, ATA Testing successfully renewed its HNTE certificate for another three years from 2017 and therefore is entitled to a preferential tax rate of 15% for calendar years 2017 to 2019. In the event ATA Testing is unable to meet all the requirements of HNTE, it will be subject to the standard statutory enterprise income tax rate of 25%. In December 2009, each of ATA Learning, ATA Online, and Muhua Shangce Learning Data & Technology (Beijing) Limited (“Muhua Shangce”, formerly known as ATA Learning Data & Technology (Beijing) Limited, or ATA Data and Beijing Jindixin Software Technology Limited, or Beijing JDX), received an approval from the tax authority that it qualified as an HNTE for three years, entitling them to a preferential income tax rate of 15% for calendar years 2009 to 2011. From May 2012 to July 2012, ATA Learning, ATA Online and Muhua Shangce successfully renewed their HNTE certificates, respectively, for another three years from 2012 and therefore are entitled to a preferential tax rate of 15% for calendar years 2012 to 2014. In November 2015, ATA Learning, ATA Online and Muhua Shangce successfully renewed their HNTE certificates for another three years from 2015 and therefore are entitled to a preferential tax rate of 15% for calendar years 2015 to 2017. ATA Online and Muhua Shangce are currently in the process of re-applying for their HNTE certificates for another three years. Upon successful renewal and meeting all the requirements of HNTE, ATA Online and Muhua Shangce would be entitled to a preferential tax rate of 15% retroactively from January 1, 2018. In the event ATA Online and Muhua Shangce are unable to renew their HNTE certificates and not meeting all the requirements of HNTE, they will be subject to the standard statutory enterprise income tax rate of 25%. We cannot assure you that ATA Online and Muhua Shangce will continue to qualify as an HNTE after the expiration of their HNTE certificates, or that the local tax authorities will not, in the future, change their position and revoke any of our past preferential tax treatments.

The discontinuation of any of our preferential tax treatments could materially increase our tax obligations and adversely affect our business, operating results and financial condition.

Under the EIT Law, we may be classified as a “resident enterprise” of China. Such classification will likely result in unfavorable tax consequences to us and U.S. holders of our ADSs or common shares.

Under the EIT Law, an enterprise established outside of China with its “de facto management body” in China is considered a “resident enterprise,” meaning that it can be treated the same as a Chinese enterprise for enterprise income tax purposes. In addition, a tax circular issued by the State Administration of Taxation, or the SAT, on April 22, 2009 regarding the standards used to classify certain Chinese controlled enterprises established outside of China as “resident enterprises,” or Circular 82, clarified that dividends and other income paid by such “resident enterprises” will be considered to be PRC source income, subject to PRC withholding tax currently at a rate of 10%, when paid to non-PRC enterprise shareholders. Circular 82 also subjects such “resident enterprises” to various reporting requirements with the PRC tax authorities. Under the Implementation Rules to the EIT Law, a “de facto management body” is defined as a body that exercises “substantial and overall management and control over the manufacturing and business operations, personnel, and human resources, finances and properties of an enterprise.” In addition, Circular 82 details that certain Chinese-controlled enterprises will be classified as “resident enterprises” if the following are located or resident in China: senior management personnel and departments that are responsible for daily production, operation and management; financial and personnel decision making bodies; key properties, accounting books, company seal, and minutes of board meetings and shareholders’ meetings; and half or more of the senior management or directors having voting rights.

Currently, a substantial majority of the members of our management team as well as the management team of some of our offshore holding companies are located in China. However, Circular 82 only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreign entities like us. In the absence of detailed implementing regulations or other guidance determining that offshore companies controlled by PRC individuals or foreign entities like us are PRC resident enterprises, we do not currently consider our Company or any of our overseas subsidiaries to be a PRC resident enterprise.

However, the SAT may take the view that the determining criteria set forth in Circular 82 reflects the general position on how the “de facto management body” test should be applied in determining the tax resident status of all offshore enterprises. Or additional implementing regulations or guidance may be issued determining that our Cayman Islands holding company is a “resident enterprise” for PRC enterprise income tax purposes. If the PRC tax authorities determine that our Cayman Islands holding company is a “resident enterprise” for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. First, we will be subject to enterprise income tax at a rate of 25% on our worldwide income as well as PRC enterprise income tax reporting obligations. This would mean that income such as interest on offering proceeds and other non-China source income would be subject to PRC enterprise income tax at a rate of 25%, in comparison to no taxation in the Cayman Islands. Second, although under the EIT Law and its

implementing rules dividends paid to us by our PRC subsidiaries would qualify as “tax-exempt income”, we cannot guarantee that such dividends will not be subject to a 10% withholding tax, as the PRC foreign exchange control authorities, which enforce the withholding tax, have not yet issued guidance with respect to the processing of outbound remittances to entities that are treated as resident enterprises for PRC enterprise income tax purposes. Finally, a 10% withholding tax will be imposed on dividends we pay to our non-PRC enterprise shareholders, and future guidance may extend the withholding tax to dividends we pay to our non-PRC individual shareholders and gains derived by our non-PRC shareholders from transferring our ADSs or common shares. Similar results would follow if our BVI holding company is considered a PRC “resident enterprise”. In addition to the uncertainty in how the new “resident enterprise” classification could apply, it is also possible that the rules may change in the future, possibly with retroactive effect. We are closely monitoring the development of this area of rules and are evaluating appropriate arrangements of our management activity to avoid being classified as a PRC “resident enterprise.”

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China’s regulations of loans and direct investments by offshore holding companies to their Chinese subsidiaries and consolidated variable interest entity may restrict our ability to execute our business strategy.

In order to execute our business strategy, we must invest the funds in our Chinese subsidiaries and consolidated variable interest entity through loans or capital contributions. Under applicable Chinese laws, any loan made by us to ATA Testing or ATA Learning, both of which are foreign-invested enterprises, cannot exceed statutory limits tied to each company’s registered capital and total investment as approved by the Ministry of Commerce or its local counterpart, and all such loans must be registered with China’s State Administration of Foreign Exchange, or SAFE, or its local counterpart. Loans by us to ATA Online, as a domestic PRC enterprise, must be approved by the relevant government authority and must also be registered with SAFE. According to a notice issued by the People’s Bank of China regarding foreign debt on January 11, 2017, the maximum amount of foreign debt that each of our PRC subsidiaries or consolidated variable interest entity or other PRC domestic entities is allowed to borrow is two times of their respective net assets. Pursuant to this notice and other PRC laws and regulations regarding foreign debt, within a one-year grace period starting from January 11, 2017, the statutory limit for the total amount of foreign debt of a foreign-invested company, which is subject to its own election, is either the difference between the amount of total investment and the amount of registered capital as approved by the Ministry of Commerce or its local counterpart, or two times of their respective net assets. With respect to our consolidated variable interest entity or other domestic PRC entities, the limit for the total amount of foreign debt is twice of their respective net assets pursuant to the notice.

We may also decide to finance ATA Learning and ATA Testing by increasing their registered capital through capital contributions. Any capital contributions to ATA Learning and ATA Testing must be filed with the Ministry of Commerce or its local counterpart. SAFE promulgated the Circular of the State Administration of Foreign Exchange on Reforming the Management Approach regarding the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises, or SAFE Circular 19, on March 30, 2015. According to SAFE Circular 19, a foreign-invested enterprise will be able to convert foreign exchange in its capital account into RMB at any time. In order to use the converted RMB, the foreign-invested enterprise still needs to provide supporting documents and go through the review process with the banks. A failure by us to obtain the necessary government approvals or complete any required registrations or other procedures for a capital contribution, an increase in approved total investment or a loan on a timely basis, may restrict our ability to execute our business strategy.

In June 2016, SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Administrative Provisions on Capital Account Foreign Exchange Settlement, or SAFE Circular No. 16, which removed certain restrictions previously provided under several SAFE circulars, including the Notice of the General Affairs Department of the State Administration of Foreign Exchange on the Relevant Operating Issues concerning the Improvement of the Administration of Payment and Settlement of Foreign Currency Capital of Foreign-invested Enterprises, or SAFE Circular No. 142, in respect of conversion by a foreign-invested enterprise of foreign currency registered capital into RMB and use of such RMB capital. However, SAFE Circular No. 16 continues to prohibit foreign-invested enterprises from, among other things, using RMB fund converted from its foreign exchange capitals for expenditure beyond its business scope, and providing loans to non-affiliated enterprises except as permitted in the business scope.

A failure by our shareholders who are Chinese citizens or residents in China to comply with regulations issued by SAFE could restrict our ability to distribute profits, restrict our overseas and cross-border investment activities or subject us to liabilities under Chinese laws, which could adversely affect our business and prospects.

SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents’ Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, on July 4, 2014. SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents’ legally owned assets or equity interests in domestic enterprises or offshore assets or interests, referred to in SAFE Circular 37 as a “special purpose vehicle”. SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. In the event that a PRC shareholder holding interests in a special purpose vehicle fails to fulfill the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiary. Moreover, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Our significant shareholder, Kevin Xiaofeng Ma, has completed his registration with SAFE, and we have urged our other Chinese resident shareholders to register under SAFE Circular 37 and they are currently in the application process. However, we cannot assure you that their applications will be accepted by SAFE. Failure by such shareholders to comply with SAFE Circular 37 could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our subsidiaries’ ability to make distributions or pay

dividends or affect our ownership structure, which could adversely affect our business and prospects. See Item 3.D. “Key Information — Risk Factors — Risks Relating to Regulations of Our Business — Because we may rely on dividends and other distributions on equity paid by our current and future Chinese subsidiaries for our cash requirements, restrictions under Chinese law on their ability to make such payments could materially and adversely affect our ability to grow, make investments or acquisitions that could benefit our business, pay dividends to you, and otherwise fund and conduct our businesses.”

Furthermore, as there is uncertainty concerning the reconciliation of these SAFE regulations with other approval requirements, it is unclear how these regulations, and any future regulation concerning offshore or cross-border transactions, will be interpreted, amended and implemented by the relevant government authorities. We cannot predict how these regulations will affect our business operations or future strategy. For example, we may be subject to a more stringent review and approval process with respect to our foreign exchange activities, such as remittance of dividends and foreign currency-denominated borrowings, which may adversely affect our financial condition and results of operations. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the foreign exchange regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

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We may be subject to fines and legal sanctions imposed by SAFE or other Chinese government authorities if we or our Chinese employees fail to comply with Chinese regulations relating to employee share options granted by offshore listed companies to Chinese citizens.

Under applicable PRC regulations, Chinese citizens who are granted share options by an offshore listed company are required, through a Chinese agent, which can be a Chinese branch or representative of the offshore listed company, a Chinese institution which has controlling relationship or actual control relationship with the offshore listed company or a Chinese institution qualified for asset custody business, to register with SAFE and complete certain other procedures, including applications for foreign exchange payment quotas and opening special bank accounts. We and our Chinese employees who have been granted share options are subject to such PRC regulations. If we or our Chinese employees fail to comply with these regulations, we or our Chinese employees may be subject to fines and legal sanctions imposed by SAFE or other Chinese government authorities, which may prevent us from further granting options under our share incentive plans to our employees. Such events could adversely affect our business operations. See Item 4.B. “Information on the Company — Business overview — Regulation — SAFE Regulations on Employee Share Options.”

Risks Relating to Doing Business in the People’s Republic of China

China’s economic, political and social conditions, as well as changes in any government policies, laws and regulations, could adversely affect the overall economy in China or the prospects of the industries in which we operate, which in turn could reduce our net revenues.

Substantially all of our operations are conducted in China. Accordingly, our business, financial condition, results of operations and prospects are subject, to a significant extent, to economic, political and social developments in China.

The Chinese economy differs from the economies of most developed countries in many respects, including the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the Chinese economy has been transitioning from a planned economy to a more market-oriented economy since the late 1970s, the Chinese government continues to play a significant role in regulating industry development by imposing industrial policies. The Chinese government also exercises significant control over China’s economic growth through the allocation of resources, controlling the incurrence and payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. Changes in any of these policies, laws and regulations could adversely affect the overall economy in China or the prospects of the industries in which we operate, which could harm our business.

China’s social and political conditions are also not as stable as those of the United States and other developed countries. Any sudden changes to China’s political system or the occurrence of widespread social unrest could have negative effects on our business and results of operations. In addition, China has contentious relations with some of its neighbors, most notably Taiwan. A significant further deterioration in such relations could have negative effects on the Chinese economy and lead to changes in governmental policies that would be adverse to our business interests.

The Chinese legal system has inherent uncertainties that could limit the legal protections available to you and us.

Unlike common law systems, the Chinese legal system is based on written statutes and decided legal cases have little precedential value. Since 1979, the Chinese government has promulgated a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation since then has been to significantly enhance the protections afforded to various forms of foreign investment in China. Our Chinese operating subsidiaries, ATA Learning and ATA Testing, are wholly foreign-owned enterprises, which are enterprises incorporated in China and wholly-owned by foreign investors, and are subject to laws and regulations applicable to foreign investment in China in general and laws and regulations applicable to wholly foreign-owned enterprises in particular. Our Chinese operating subsidiary, ATA Online, is subject to laws and regulations governing the formation and conduct of domestic PRC companies. Relevant Chinese laws, regulations and legal requirements may change frequently, and their interpretation and enforcement involve uncertainties. In addition, we may have to resort to administrative and court proceedings to enforce the legal protection that we enjoy either by law or contract. However, since Chinese administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings

and the level of legal protection we enjoy than in more developed legal systems. Such uncertainties, including the inability to enforce our contracts and intellectual property rights, could materially and adversely affect our business and operations. Accordingly, we cannot predict the effect of future developments in the Chinese legal system, particularly with regard to the computer-based testing services sectors, including the promulgation of new laws, changes to existing laws or the interpretation or enforcement thereof, or the preemption of local regulations by national laws. These uncertainties could limit the legal protections available to us and other foreign investors, including you.

Restrictions on currency exchange may limit our ability to utilize our revenues effectively and the ability of our Chinese subsidiaries to obtain financing.

Majority of our revenues and operating expenses are denominated in Renminbi. Restrictions on currency exchange imposed by the Chinese government may limit our ability to utilize revenues generated in Renminbi to fund our business activities outside China, if any, or expenditures denominated in foreign currencies. Under current Chinese regulations, Renminbi may be freely converted into foreign currency for payments relating to “current account transactions,” which include, among other things, dividend payments and payments for the import of goods and services, by complying with certain procedural requirements. Revenues generated in the PRC can be converted into foreign currency to pay salaries of employees located outside of the PRC upon the employee completing registration procedures. Revenues generated in the PRC can also be used to pay off debt generated outside of the PRC, provided that the Company completes relevant foreign debt registration or approval requirements. Although the Renminbi has been fully convertible for current account transactions since 1996, we cannot assure you that the relevant Chinese government authorities will not limit or eliminate our ability to purchase and retain foreign currencies for current account transactions in the future.

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Conversion of Renminbi into foreign currencies and of foreign currencies into Renminbi for payments relating to “capital account transactions,” which include, among other things, investments, loans and acquisitions of land and other fixed assets overseas, generally requires the approval of SAFE and other relevant Chinese governmental authorities. Restrictions on convertibility of Renminbi for capital account transactions could affect the ability of our Chinese subsidiaries to make investments overseas or to obtain foreign exchange through debt or equity financing, including by means of loans or capital contributions from us.

Fluctuations in exchange rates could result in foreign currency exchange losses.

Because substantially all of our revenues and expenditures are denominated in Renminbi, fluctuations in the exchange rate between U.S. dollar and Renminbi will affect our balance sheet and earnings per share in U.S. dollars. In addition, appreciation or depreciation in value of the Renminbi relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. Fluctuations in exchange rate will also affect the relative value of any dividend we issue that will be exchanged into U.S. dollars and earnings from and the value of any U.S. dollar-denominated investments we make in the future.

The value of the Renminbi against the U.S. dollar and other currencies is affected by, among other things, changes in China’s political and economic conditions and China’s foreign exchange policies. The People’s Bank of China regularly intervenes in the foreign exchange market to limit fluctuations in Renminbi exchange rates and achieve policy goals. Very limited hedging transactions are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedging transactions may be limited and we may not be able to successfully hedge our exposure at all. In addition, our currency exchange losses may be magnified by Chinese exchange control regulations that restrict our ability to convert Renminbi into foreign currency.

Any future outbreak of severe acute respiratory syndrome or avian flu in China, or similar adverse public health developments, may disrupt our business and operations.

Our business and operations could be materially and adversely affected by the outbreak of avian influenza, severe acute respiratory syndrome, or SARS, or other similar adverse public health developments. In recent years, there have been reports on the occurrences of avian influenza in various parts of China and neighboring countries, including confirmed human cases. Any prolonged adverse public health development may result in health or other government authorities requiring the closure of our offices or the offices of our clients, or the cancellation of exams or classes to avoid students and others from congregating in closed spaces. Such occurrences would disrupt our business operations and adversely affect our results of operations. We have not adopted any written preventive measures or contingency plans to combat any future outbreak of avian flu, SARS or any other epidemic.

Risks Related to Our Corporate Structure

If the PRC government deems that the contractual arrangements in relation to our variable interest entity do not comply with PRC regulatory restrictions on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

We are a Cayman Islands company and our PRC subsidiaries are considered as foreign-invested enterprises. Accordingly, they are not eligible to provide certain restricted services related to our businesses. As a result, we conduct or will conduct such business activities through ATA Intelligent Learning (Beijing) Technology Limited, or ATA Intelligent Learning.

ATA Intelligent Learning is 90% owned by Mr. Kevin Xiaofeng Ma, our chairman of the board and chief executive officer, and

10% owned by Mr. Haichang Xiong, our general counsel. Mr. Ma and Mr. Xiong are PRC citizens. We entered into a series of contractual arrangements with ATA Intelligent Learning and its shareholders, which enable us to:

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

Because of these contractual arrangements, we are the primary beneficiary of ATA Intelligent Learning and hence consolidate its financial results as ATA Intelligent Learning. For a detailed discussion of these contractual arrangements, see Item 4.A. “Information on the Company— History and Development of the Company— Contractual Arrangements with ATA Intelligent Learning”.

In the opinion of Jincheng Tongda & Neal Law Firm, our PRC legal counsel, the above contractual arrangements are legally binding and enforceable and do not violate current PRC laws and regulations. However, there are uncertainties regarding the interpretation and application of existing and future PRC laws and regulations. The Company cannot assure that the PRC regulatory authorities will not ultimately take a contrary view to its opinion. If the current ownership structure of the Company and the contractual arrangements with ATA Intelligent Learning are found to be in violation of any existing or future PRC laws and regulations, the PRC government could:

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- revoke the Company’s business and operating licenses;
- levy fines on the Company;
- confiscate any of the Company’s income that they deem to be obtained through illegal operations;
- shut down a portion or all of the Company’s servers or block a portion or all of the Company’s website;
- discontinue or restrict the Company’s operations in PRC;
- impose conditions or requirements with which the Company may not be able to comply;
- require the Company to restructure its corporate and contractual structure;
- take other regulatory or enforcement actions that could be harmful to the Company’s business.

We have relied and expect to continue to rely on contractual arrangements with ATA Intelligent Learning and its shareholders to explore opportunities and operate businesses in the international education business sector, which include but are not limited to, training courseware, study tours, online trainings and platforms, etc. For a description of these contractual arrangements, see Item 4.A. “Information on the Company— History and Development of the Company— Contractual Arrangements with ATA Intelligent Learning.” These contractual arrangements may not be as effective as direct ownership in providing us with control over ATA Intelligent Learning.

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

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

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

All the agreements under our contractual arrangements are governed by PRC law. Accordingly, these contracts would be

interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal system in the PRC is not as developed as in some other jurisdictions, such as the United States. See Item 3.D. “Key Information — Risk Factors — Risks Relating to Doing Business in the People’s Republic of China—The Chinese legal system has inherent uncertainties that could limit the legal protections available to you and us.” Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, and as a result it may be difficult to predict how an arbitration panel would view such contractual arrangements. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Additionally, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay.

In the event we are unable to enforce our contractual arrangements, we may not be able to exert effective control over ATA Intelligent Learning, and our ability to conduct relevant businesses may be negatively affected.

The shareholders of ATA Intelligent Learning may have potential conflicts of interest with us, which may materially and adversely affect our businesses and financial conditions.

Mr. Kevin Xiaofeng Ma and Mr. Haichang Xiong are the shareholders of ATA Intelligent Learning. Mr. Kevin Xiaofeng Ma is our chairman and chief executive officer, and Mr. Haichang Xiong is our general counsel. The shareholders of ATA Intelligent Learning may have potential conflicts of interest with us. These shareholders may breach, or cause ATA Intelligent Learning to breach, or refuse to renew, the existing contractual arrangements we have with them and we would have a material and adverse effect to effectively control ATA Intelligent Learning, and hence substantially all the economic benefits received by ATA Intelligent Learning. For example, the shareholders may cause our agreements with ATA Intelligent Learning to perform in a manner adverse to us by, among other things, failing to remit payments due to us under the contractual arrangements on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our Company or such conflicts will be resolved in our favor.

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Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our Company. Mr. Kevin Xiaofeng Ma is also the chairman of the board of directors and chief executive officer of the Company. We rely on Mr. Ma to abide by the laws of the Cayman Islands and China, where directors owe fiduciary duties to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their positions for personal gains. If we cannot resolve any conflicts of interest or dispute between us and the shareholders of ATA Intelligent Learning, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

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

Under applicable PRC laws and regulations, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities. We could face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements between ATA Testing and ATA Intelligent Learning in China, and its shareholders were not entered into on an arm’s length basis and in such a way as to result in an impermissible reduction in taxes under applicable PRC laws, rules and regulations, and to adjust ATA Intelligent Learning’s income in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by ATA Intelligent Learning for PRC tax purposes, which could in turn increase the tax liabilities. In addition to transfer pricing adjustment, the PRC tax authorities may also enquire about the substance of the consulting fee to be paid to ATA Testing pursuant to applicable PRC laws. If the consulting fees do not have business substance or are not authentic, they may not be deductible and may result in additional tax liability to ATA Intelligent Learning.

Moreover, the PRC tax authorities may impose punitive interest on ATA Intelligent Learning for the adjusted but unpaid taxes at the rate of 5% over the basic RMB lending rate published by the People’s Bank of China to be applied for a period according to the applicable regulations. Our financial position could be materially and adversely affected if ATA Intelligent Learning’s tax liabilities increase or if they are required to pay punitive interest.

Risks Relating to Our ADSs

Our ADS price and the ADS or stock prices of other technology companies with business operations primarily in China, have fluctuated widely in recent years, which could result in substantial losses to investors.

The trading prices of our ADSs are volatile, and this volatility may continue. For instance, between April 1, 2017 and March 31, 2018, our ADS price as reported on Nasdaq ranged between a low of \$3.40 and a high of \$6.62. Numerous factors that are beyond our control may cause the market price of our ADSs to fluctuate significantly. In particular, the performance and fluctuation of the market prices of other technology companies with business operations mainly in China that have listed their securities in the United States may affect the volatility in the price of and trading volumes for our ADSs. The trading performances of these Chinese companies’ securities at the time of or after their offerings may affect the overall investor sentiment towards Chinese companies listed in the United States and consequently may impact the trading performance of our ADSs. These broad market and industry factors may significantly affect the market price and volatility of our ADSs, regardless of our actual operating performance.

In addition to market and industry factors, the price and trading volume for our ADSs may be highly volatile for specific business

reasons. Factors such as variations in our revenues, earnings and cash flow, announcements of new investments, cooperation arrangements or acquisitions, and fluctuations in market prices for our services could cause the market price of our ADSs to change substantially. Any of these factors may result in large and sudden changes in the volume and price at which our ADSs will trade. We cannot give any assurance that these factors will not occur in the future.

Although publicly traded, the trading market in our ADSs has been substantially less liquid than the ADSs or stock of many companies quoted on the Nasdaq Global Market, and this low trading volume may adversely affect the price of our ADSs.

Although our ADSs are traded on the Nasdaq Global Market, the trading volume of our ADSs has generally been very low. Reported average daily trading volume of our ADSs for the three-month period ended March 31, 2018 was approximately 12,852 ADSs. Limited trading volume will subject our ADSs to greater price volatility and may make it difficult for our shareholders to sell their ADSs at a price that is attractive to them, if at all.

The sale or availability for sale of substantial amounts of our ADSs could adversely affect their market price.

Sales of substantial amounts of our ADSs in the public market or the perception that these sales could occur, could adversely affect the market price of our ADSs and could materially impair our future ability to raise capital through offerings of our ADSs.

As of April 5, 2018, there were 47,754,386 common shares outstanding. In addition, there were outstanding options to purchase an aggregate of 2,177,067 common shares, including options to purchase an aggregate of 1,299,283 common shares immediately exercisable as of April 5, 2018. All of the ADSs sold in our initial public offering are freely tradable without restriction or further registration under the U.S. Securities Act of 1933, or the Securities Act, unless held by our “affiliates” as that term is defined in Rule 144 under the Securities Act. Subject to applicable restrictions and limitations under Rule 144 of the Securities Act of 1933, all of our shares outstanding as of the date of this transition report are eligible for sale in the public market. In addition, the common shares subject to options for the purchase of our common shares will become eligible for sale in the public market to the extent permitted by the provisions of various vesting agreements, and Rules 144 and 701 under the Securities Act of 1933. If these additional shares are sold, or if it is perceived that they will be sold in the public market, the trading price of our common shares could decline.

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A significant percentage of our outstanding common shares are held by a small number of our existing shareholders, and these shareholders may have significantly greater influence on us and our corporate actions by nature of the size of their shareholdings relative to our public shareholders.

One of our existing shareholders, Kevin Xiaofeng Ma, beneficially owns approximately 50.7% of our outstanding common shares as of April 5, 2018. Accordingly, Mr. Ma has had, and may continue to have, significant influence in determining the outcome of any corporate transaction or other matter submitted to the shareholders for approval, including mergers, consolidations and the sale of all or substantially all of our assets, election of directors and other significant corporate actions. In addition, without the consent of Mr. Ma, we could be prevented from entering into transactions that could be beneficial to us.

In addition, if the sale of ATA Online is completed, Kevin Xiaofeng Ma will own up to 51.0% of the equity interest in ATA Online that is being sold. In addition, Kevin Xiaofeng Ma also acts as the chairman of the board of directors of ATA Online. A potential conflict of interest may exist as the businesses of ATA Online may divert more time and attention of Kevin Xiaofeng Ma. In particular, if we are not able to effectively acquire new business or expand our operations subsequent to the sale of ATA Online, Kevin Xiaofeng Ma’s interest in ATA Online may outweigh his interest in us and, as a result, his interest may not be best aligned with the interest of our shareholders.

Anti-takeover provisions in our organizational documents may discourage our acquisition by a third party, which could limit your opportunity to sell your shares at a premium.

Our amended and restated memorandum and articles of association include provisions that could limit the ability of others to acquire control of us, modify our structure or cause us to engage in change of control transactions, including, among other things, the following:

- provisions that provide for a staggered board which operates to prevent a third party from obtaining control of our board in a relatively short period of time because at least two annual shareholders’ meetings, instead of one, would generally be required to effect a change in majority of the board.
- provisions that restrict the ability of our shareholders to call meetings and to propose special matters for consideration at shareholder meetings; and
- provisions that authorize our board of directors, without action by our shareholders, to issue preferred shares and to issue additional common shares, including common shares represented by ADSs.

These provisions could have the effect of depriving you of an opportunity to sell your ADSs at a premium over prevailing market prices by discouraging third parties from seeking to acquire control of us in a tender offer or similar transactions.

The voting rights of holders of ADSs must be exercised in accordance with the terms of the deposit agreement, the ADRs, and the procedures established by the depositary. The process of voting through the depositary may involve delays that limit the time

available to you to consider proposed shareholders' actions and also may restrict your ability to subsequently revise your voting instructions.

A holder of ADSs may exercise its voting rights with respect to the underlying common shares only in accordance with the provisions of the deposit agreement and the ADRs. We do not recognize holders of ADSs representing our common shares as our shareholders, and instead we recognize the ADS depositary as our shareholder.

When the depositary receives from us notice of any shareholders meeting, it will distribute the information in the meeting notice and any proxy solicitation materials to you. The depositary will determine the record date for distributing these materials, and only ADS holders registered with the depositary on that record date will, subject to applicable laws, be entitled to instruct the depositary to vote the underlying common shares. The depositary will also determine and inform you of the manner for you to give your voting instructions, including instructions to give discretionary proxies to a person designated by us. Upon receipt of voting instructions of a holder of ADSs, the depositary will endeavor to vote the underlying common shares in accordance with these instructions. You may not receive sufficient notice of a shareholders' meeting for you to withdraw your common shares and cast your vote with respect to any proposed resolution, as a holder of our common shares. In addition, the depositary and its agents may not be able to send materials relating to the meeting and voting instruction forms to you, or to carry out your voting instructions, in a timely manner. We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares. The additional time required for the depositary to receive from us and distribute to you meeting notices and materials, and for you to give voting instructions to the depositary with respect to the underlying common shares, will result in your having less time to consider meeting notices and materials than holders of common shares who receive such notices and materials directly from us and who vote their common shares directly. If you have given your voting instructions to the depositary and subsequently decide to change those instructions, you may not be able to do so in time for the depositary to vote in accordance with your revised instructions. The depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote.

Except in limited circumstances, the depositary for our ADSs will give us a discretionary proxy to vote our common shares underlying your ADSs if you do not vote at shareholders' meetings, which could adversely affect your interests.

Under the deposit agreement for the ADSs, the depositary will give us a discretionary proxy to vote our common shares underlying your ADSs at shareholders' meetings if you do not vote, unless we notify the depositary that:

- we do not wish to receive a discretionary proxy;

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- we think there is substantial shareholder opposition to the particular question; or
- we think the subject of the particular question would have a material adverse impact on our shareholders.

The effect of this discretionary proxy is that, absent the situations described above, you cannot prevent our common shares underlying your ADSs from being voted and it may make it more difficult for shareholders to influence the management of our company. Holders of our common shares are not subject to this discretionary proxy.

You may not receive distributions on our common shares or any value for them if such distribution is illegal or if any required government approval cannot be obtained in order to make such distribution available to you.

The depositary of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian for our ADSs receives on our common shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of our common shares your ADSs represent. However, the depositary is not responsible to make a distribution available to any holders of ADSs if it decides that it is unlawful to make such distribution. For example, it would be unlawful to make a distribution to a holder of ADSs if it consisted of securities that required registration under the Securities Act but that were not properly registered or distributed pursuant to an applicable exemption from registration. The depositary is not responsible for making a distribution available to any holders of ADSs if any government approval or registration required for such distribution cannot be obtained after reasonable efforts made by the depositary. We have no obligation to take any other action to permit the distribution of our ADSs, common shares, rights or anything else to holders of our ADSs. This means that you may not receive the distributions we make on our common shares or any value for them if it is unlawful or unreasonable from a regulatory perspective for us to make them available to you. These restrictions may have a material adverse effect on the value of your ADSs.

You may be subject to limitations on transfer of your ADSs.

Your ADSs represented by ADRs are transferable on the books of the depositary. However, the depositary may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depositary may close its books from time to time for a number of reasons, including in connection with corporate events such as a rights offering, during which time the depositary needs to maintain an exact number of ADS holders on its books for a specified period. The depositary may also close its books in emergencies, and on weekends and public holidays. The depositary may refuse to deliver, transfer or register transfers of our ADSs generally when the books of the depositary are closed, or at any time if we or the depositary thinks it is advisable to do so because of any requirement of laws or any government or government body, or under any provision of the deposit agreement, or for any other reason.

We are a Cayman Islands company and, because judicial precedent regarding the rights of shareholders is more limited under

Cayman Islands law than under U.S. federal or state laws, you may have less protection of your shareholder rights than you would under U.S. federal or state laws.

Our corporate affairs are governed by our amended and restated memorandum and articles of association, the Cayman Islands Companies Law and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States. In addition, some jurisdictions, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a U.S. company.

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

We are a Cayman Islands company and substantially all of our assets are located outside of the United States. Nearly all of our current operations are conducted in China. In addition, most of our directors and officers are nationals and residents of countries other than the United States. A substantial portion of the assets of these persons are located outside the United States. As a result, it may be difficult for you to effect service of process within the United States upon these persons. It may also be difficult for you to enforce in U.S. court judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and our officers and directors, none of whom is resident in the United States and the substantial majority of whose assets is located outside of the United States. In addition, there is uncertainty as to whether the courts of the Cayman Islands or China would recognize or enforce judgments of U.S. courts against us or such persons predicated upon the civil liability provisions of the securities laws of the United States or any state. In addition, there is uncertainty as to whether such Cayman Islands or Chinese courts would be competent to hear original actions brought in the Cayman Islands or China against us or such persons predicated upon the securities laws of the United States or any state.

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

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

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ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Our predecessor company, American Testing Authority, Inc., a New York company, began operations in 1999, and in the same year established ATA Testing Authority (Beijing) Limited, or ATA Testing, as a wholly-owned subsidiary in China. In November 2001, our founders established ATA Testing Authority (Holdings) Limited, or ATA BVI, in the British Virgin Islands. In the following year, American Testing Authority, Inc. merged into ATA BVI and ATA BVI became our holding company.

In June 2003, we established a Chinese joint venture company, ATA Learning (Beijing) Inc., or ATA Learning, with Yinchuan Economic and Technological Development Zone Investment Holding Co. Ltd., or Yinchuan Holding. Initially, we held a 40% equity interest in ATA Learning. In May 2005, we acquired Yinchuan Holding's 60% equity interest and converted ATA Learning into a wholly-owned subsidiary of ATA BVI.

We incorporated ATA Inc. in the Cayman Islands in September 2006 as our listing vehicle. ATA Inc. became our ultimate holding company in November 2006 when it issued shares to the existing shareholders of ATA BVI in exchange for all of the outstanding shares of ATA BVI.

In February 2009, we completed the acquisition of the entire equity of Beijing JDX, and JDX Holdings Limited, or JDX BVI, which are related companies incorporated in China and the British Virgin Islands, respectively, engaged in the development and marketing of software for computer-based tests. JDX BVI was dissolved in October 2009.

In November 2013, we completed the acquisition of the entire equity interest of Xing Wei Institute (Hong Kong) Limited, or Xing Wei, a private education technology company that provides training solutions as well as online and mobile training platforms for corporations in China.

In connection with the listing of our testing service business on the New Third Board, we acquired the entire equity interest of ATA Online through ATA Learning and Zhongxiao Zhixing in May 2015, with ATA Learning owning 90% and Zhongxiao Zhixing owning 10% of ATA Online's share equity. In connection therewith, we terminated a series of contractual arrangements with ATA Online and its nominee shareholders, which provided us control over ATA Online. As a result, ATA Online became our wholly-owned

subsidiary which hosted our testing services business and online education services. See Item 7.B. “Major Shareholders and Related Party Transactions—Related Party Transactions.” In addition, we transferred the non-testing services business from ATA Online to ATA Learning, and as a result, ATA Online transferred to ATA Learning 20% and 33% equity investments in Satech and Master Mind, respectively, in May 2015.

In May 2016, ATA Testing acquired from ATA Inc. the entire equity interest of Beijing JDX, which changed its company name to ATA Learning Data & Technology (Beijing) Limited, or ATA Data, in August 2016. In June 2017, MOOC-CN Investment and an individual shareholder acquired a total of 20% equity interest in ATA Data. Such investment aimed to help us expand into the K-12 education assessment market, with particular focus on the development of K-12 education assessment tools and contents. ATA Data changed its company name to Muhua Shangce Learning Data & Technology (Beijing) Limited, or Muhua Shangce, in connection with such investment. After the investment, ATA Testing, MOOC-CN Investment and the individual shareholder each holds 56%, 18% and 2% equity interests in Muhua Shangce respectively, with the remaining 24% being reserved as an employee stock option pool for future incentive issuance to Muhua Shangce’s employees.

In September 2016, we completed the acquisition of 60% equity interest in Beijing Puhua Huitong Education Technology Co., Limited., or Puhua Technology, by injection of RMB 2.0 million in cash. Puhua Technology is a continuing education service provider focused on delivery of both degree and non-degree granting continuing education programs for adults. In December 2017, we transferred our 60% equity interest in Puhua Technology to a third party with a total consideration of RMB 2.0 million (\$0.3 million). As a result, we no longer hold any equity interests of Puhua Technology.

In December 2017, we acquired 65% equity interest in Beijing Qihuang Huizhi Technology Co., Ltd., or Qihuang Huizhi, with a total consideration of RMB 0.65 million (\$0.1 million). Qihuang Huizhi is primarily engaged in providing online training services to the Internet Access Service Association of China.

On February 6, 2018, ATA entered into a share purchase agreement, or the Share Purchase Agreement, with a group of investors, including two entities affiliated with funds managed by CDH Investments, a major Chinese alternative asset management firm based in Beijing, or the CDH Entities; New Beauty Holdings Limited, a company controlled by Kevin Xiaofeng Ma; and four holding companies controlled by certain management members of ATA Online, or the Management Entities, together with the CDH Entities and New Beauty Holdings Limited, collectively, the Buyer Group, with respect to the sale of ATA Online. Under the terms of the Share Purchase Agreement, the Buyer Group agreed to acquire all of the outstanding equity interests of ATA Online held directly or indirectly by us for a total consideration of US\$200.0 million in cash. Kevin Xiaofeng Ma has paid a cash deposit in the amount of US\$20.0 million to ATA as collateral and security for the payment obligations of the Buyer Group under the Share Purchase Agreement.

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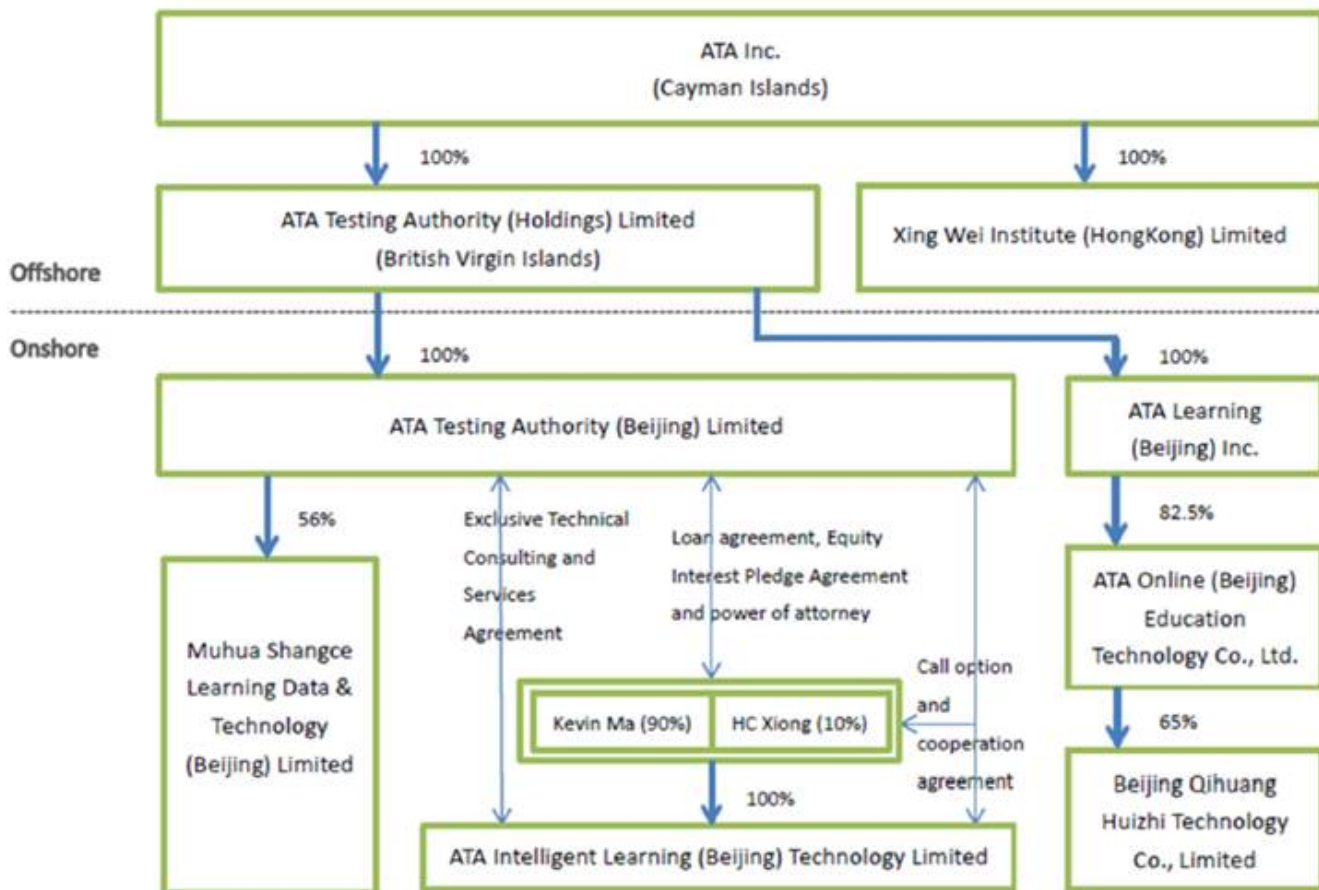
The closing of this transaction is expected to take place in three stages subject to the satisfaction of various conditions precedent under the Share Purchase Agreement. At the first closing of this transaction, or the First Closing, 100% of the equity interest of Zhongxiao Zhixing (holding 10% of the equity interest of ATA Online) which is wholly-owned by Xing Wei will be transferred to one of the CDH Entities for a consideration of US\$20.0 million, and 7.5% of the equity interest of ATA Online will be transferred to the other one of the CDH Entities for a consideration of US\$15.0 million. At the second closing of this transaction, or the Second Closing, 31.5% of the equity interest of ATA Online will be transferred to the Management Entities for a consideration of US\$63.0 million. At the third closing of this transaction, or the Third Closing, 100% of the equity interest of ATA Learning will be transferred to New Beauty Holdings for a consideration of US\$102.0 million. Zhongxiao and ATA Learning will be sold on a cash-free, debt-free basis while ATA Online will be sold on an as-is, where-is basis in the transaction.

On April 4, 2018, the First Closing was completed, and the Second Closing and/or the Third Closing still remain uncertain as of the date of this transition report. The Second Closing is subject to the satisfaction of various conditions precedent in the Share Purchase Agreement, including the consummation of the First Closing and the pledge of the CDH Entities’ then equity interest in ATA Online to the related debt financing sources, and is currently anticipated to take place within two months from the date of the First Closing. The Third Closing is also subject to the satisfaction of various conditions precedent in the Share Purchase Agreement, including the distribution of certain portion of the paid consideration to ATA BVI or its designee as dividend prior to the Third Closing after clearing related governmental approvals from relevant PRC tax authorities and foreign exchange banks, and is currently anticipated to take place within two to three months from the date of the Second Closing. Therefore, we expect this transaction to be completed in the third quarter of 2018.

There is no assurance that all conditions precedent to the Second Closing and/or the Third Closing will be satisfied or waived, and there is also no assurance that the Third Closing will take place even if and after the First and/or the Second Closing have occurred.

If this transaction is completed, we will no longer conduct our testing development and delivery business currently operated by ATA Online. Subsequent to the closing of this transaction, the remaining portions of our businesses primarily include the following: (i) development of K-12 education assessment tools and contents, (ii) our collaboration with Nanjing University and the Education and Research Institute of Tsinghua University on several research projects, and (iii) our strategic investments in EEO, ApplySquare, GlobalWisdom, Brilent, Satech and Master Mind. See Form 6-K filed by us on February 6, 2018 for details and potential impacts of our sale of ATA Online.

The following diagram illustrates our current corporate structure including our principal subsidiaries and consolidated variable interest entity. Except for ATA BVI and Xing Wei, which are incorporated in the British Virgin Islands and Hong Kong Special Administrative Region of the PRC, respectively, all of our subsidiaries and variable interest entity are incorporated in Mainland China.



Our principal executive offices are located at 1/F East Gate, Building No. 2, Jian Wai Soho, No. 39 Dong San Huan Zhong Road, Chao Yang District, Beijing, China, and our telephone number is (86-10) 6518-1122. Our website address is <http://www.atai.net.cn>. The information on our website does not form a part of this transition report. On February 1, 2008, we completed our initial public offering, which involved the sale by us of 4,874,012 of our ADSs, representing 9,748,024 of our common shares. Our agent for service of process in the United States is CT Corporation System, located at 111 Eight Avenue, New York, New York 10011.

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Our Consolidated Variable Interest Entity

To preserve flexibility for operating, investing in or holding business that is restricted for foreign investment, ATA Intelligent Learning was established in March, 2018. We obtained control over ATA Intelligent Learning in March 2018 by entering into a series of contractual arrangements among ATA Testing, ATA Intelligent Learning and the shareholders of ATA Intelligent Learning, which we refer to as the ATA Intelligent Learning Agreements. As a result of these contractual arrangements, we became the primary beneficiary of ATA Intelligent Learning in March 2018. We treat ATA Intelligent Learning as our variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP. The establishment of ATA Intelligent Learning will have no impact on our consolidated financial statements for the nine-month period ended December 31, 2017 and for the years ended March 31, 2016 and 2017.

ATA Intelligent Learning Agreements allow us to:

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

In the opinion of Jincheng Tongda & Neal Law Firm, our PRC legal counsel:

- the ownership structures of ATA Intelligent Learning and our wholly owned subsidiaries in PRC are in compliance with existing published PRC laws and regulations;
- our contractual arrangements among our wholly owned subsidiaries in PRC and ATA Intelligent Learning and its shareholders, are valid and binding, will not result in any material violation of published PRC laws or regulations currently in effect, and are enforceable in accordance with their terms and conditions; and

the business operations of our company, all of our Chinese subsidiaries and ATA Online, as described in this transition report, are in compliance with existing published Chinese laws and regulations in all material aspects.

However, there are substantial uncertainties regarding the interpretation and application of current or future PRC laws and regulations, including the laws and regulations governing the enforcement and performance of our contractual arrangements in the event of imposition of statutory liens, bankruptcy and criminal proceedings. Accordingly, we cannot assure you that the PRC regulatory authorities will not ultimately take a contrary view. If the PRC government finds that the agreements that establish the structure of our operations in PRC do not comply with PRC government restrictions on foreign investment in our industry, we could be subject to severe penalties.

Contractual Arrangements with ATA Intelligent Learning

The following is a summary of the currently effective ATA Intelligent Learning Agreements.

Agreements that Provide Us with Effective Control over ATA Intelligent Learning

Equity Interest Pledge Agreements. On March 15, 2018, ATA Testing and ATA Intelligent Learning and each of the shareholders of ATA Intelligent Learning entered into an equity interest pledge agreement. Pursuant to the equity interest pledge agreements, each of the shareholders of ATA Intelligent Learning has pledged all of his equity interest in ATA Intelligent Learning to guarantee his and ATA Intelligent Learning's performance of his obligations under, where applicable, the exclusive technical consulting and services agreement and the call option and cooperation agreement. If ATA Intelligent Learning or the shareholders of ATA Intelligent Learning breach their contractual obligations under these agreements, ATA Testing, as pledgee, will have the right to dispose the pledged equity interests. The shareholders of ATA Intelligent Learning agree that, during the term of the equity interest pledge agreements, they will not dispose the pledged equity interests or create or allow any encumbrance on the pledged equity interests, and they also agree that ATA Testing's rights relating to the equity pledge should not be suspended or hampered by the shareholders, their successors or their designates. During the term of the equity interest pledge agreement, ATA Testing has the right to receive all of the dividends and profits distributed on the pledged equity. The term of the equity interest pledge agreement shall commence on the date on March 15, 2018 and shall expire on the earlier of (a) the date on which all outstanding secured obligations are paid in full or otherwise satisfied (as applicable); (b) ATA Testing enforces the equity interest pledge agreement pursuant to the terms and conditions, to satisfy its rights under the secured obligations and pledged collateral in full, or (c) the shareholders of ATA Intelligent Learning complete their transfer of the equity interest to another party (individual or legal entity) pursuant to the "Call Option and Cooperation Agreement" and no longer holds any equity interest in ATA Intelligent Learning.

Powers of Attorney. On March 15, 2018, each of the shareholders of ATA Intelligent Learning granted an irrevocable power of attorney. Pursuant to the irrevocable powers of attorney, each of the shareholders of ATA Intelligent Learning appointed ATA Testing or any eligible person designated by ATA Testing as his attorney-in-fact to exercise all voting rights and other shareholder rights of ATA Intelligent Learning, including but not limited to appointing or electing on their directors and executive officers. The person designated by ATA Testing is entitled to sign the transfer documents necessary for the fulfillment of the exclusive technical consulting and services agreement and the call option and cooperation agreement, and to join the liquidation group and participate in the liquidation of ATA Intelligent Learning. The term of the powers of attorney shall be consistent with the term of the equity interest pledge agreements and call option and cooperation agreement and shall be extended along with the equity interest pledge agreements and call option and cooperation agreement.

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Agreements that Allow Us to Receive Economic Benefits from ATA Intelligent Learning

Exclusive Technical Consulting and Services Agreement. On March 15, 2018, ATA Testing and ATA Intelligent Learning entered into an exclusive technical consulting and services agreement. Pursuant to the exclusive technical consulting and services agreement, ATA Testing has the sole and exclusive right to provide specified technology consulting and services to ATA Intelligent Learning. The Parties agree that the intellectual property rights created by ATA Testing in the course of performing this agreement, including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology, shall belong to ATA Testing. The consulting fee payable by ATA Intelligent Learning to ATA Testing shall be confirmed by ATA Testing in writing and be calculated based on the actual time spent by ATA Testing in providing services to ATA Intelligent Learning on a quarterly basis. The consulting fee shall be settled on a quarterly basis, and at the end of each year, ATA Testing shall confirm the total consulting and other fees incurred for the year in writing and ATA Intelligent Learning shall settle any outstanding on a timely basis. This agreement shall continue for a period of 30 years from March 15, 2018 and shall be automatically extended for another 10 years unless ATA Testing gives its written notice terminating this agreement 3 months before the expiration of this agreement.

Agreements that Provide Us with the Option to Purchase the Equity Interest in ATA Intelligent Learning

Call Option and Cooperation Agreement. On March 15, 2018, ATA Testing, ATA Intelligent Learning and the shareholders of ATA Intelligent Learning entered into a call option and cooperation agreement. Pursuant to the call option and cooperation agreement, when permitted by applicable laws, ATA Testing (or any eligible party designated by ATA Testing) shall have the right to acquire, at any time, all of ATA Intelligent Learning's assets or its share equity owned by the shareholders of ATA Intelligent Learning, at a price equal to the sum of the principles of the loans (RMB 10.0 million) from ATA Testing to the shareholders of ATA Intelligent Learning agreements. If ATA Testing elects to purchase a portion of ATA Intelligent Learning's share equity or assets, the exercise price for such purpose shall be adjusted accordingly based on the percentage of such share equity or assets to be purchased over the total share equity or assets. Without the prior written consent of ATA Testing, ATA Intelligent Learning may not sell or otherwise dispose of its assets or beneficial interest, create or allow any encumbrance on its assets or other beneficial interests, enter into any material contracts (except

those contracts entered into in the ordinary course of business), or distribute dividends to the shareholders. The call option and cooperation agreement shall be effective upon the execution date and shall remain effective thereafter.

Loan Agreements. On March 15, 2018, ATA Testing and each of the shareholders of ATA Intelligent Learning entered into a loan agreement. Pursuant to the loan agreements, ATA Testing made loans in an aggregate amount of RMB 10.0 million to the shareholders of ATA Intelligent Learning solely for the capitalization of ATA Intelligent Learning. The shareholders can only repay the loans by transferring all their equity interest in ATA Intelligent Learning to ATA Testing or its designated persons. In the event that shareholders transfer their equity interests to ATA Testing or its designated person with a price equivalent to or less than the amount of the principal, the loans will be interest free. If the price is higher than the amount of the principal, the excess amount will be paid to ATA Testing as loan interest. The maturity date of the loans is on the tenth anniversary of the execution date of the loan agreement. The term of the loans can be extended under written consent of ATA Testing and ATA Intelligent Learning.

B. Business Overview

Overview

We believe that we are the leading provider of computer-based testing services in China, based on test delivery capacity and geographic coverage. We offer comprehensive services for the creation and delivery of computer-based tests utilizing our nation-wide test delivery platform, proprietary testing technologies and extensive experience providing testing services in China. Our computer-based testing services are used for professional licensure and certification tests in various industries, including IT services, banking, teaching and insurance. Our computer-based testing services clients principally include professional associations, such as CICPA and AMAC, Chinese governmental agencies, including the PRC Ministry of Human Resources and Social Security, and large state-owned enterprises, such as Sinopec and China Mobile.

Our test center network, which we believe is the largest test center network of any commercial testing service provider in China, comprised 3,344 authorized test centers located throughout China as of December 31, 2017. Combined with our test delivery technologies, this network allows our clients to administer large-scale nationwide computer-based and paper-based tests in a consistent, secure and cost-effective manner. From our inception in 1999 through December 31, 2017, we have delivered approximately 112.7 million tests, including approximately 12.0 million free tests for business development purposes. Over the course of two days on October 14 and October 15, 2017, we delivered tests for the sixth consecutive year to approximately 2.9 million tests for the CPA, demonstrating our ability to administer computer-based tests across the country on a massive scale through our nationwide test delivery platform. During the nine months ended December 31, 2017, approximately 12.4 million tests were delivered using our computer-based testing technologies and services.

Our proprietary computer-based testing technologies include our E-testing platform for delivering computer-based tests, our patented mobile testing platform called the Mobile Testing Service, or MTS, our cloud-based online testing platform called EzTest, our online recruitment management platform called EzInterview, and our content creation and management technologies. Our E-testing platform is composed of a set of self-developed tools and applications for facilitating the computer-based testing process, and is capable of handling large-scale tests and quickly and securely transmitting, processing and storing large amounts of data. Our self-developed MTS, launched in 2013 and EzTest, launched in 2015, are applications compatible for Windows, iOS and Android systems that function as exam testing systems which were developed on the basis of cloud technology. Test takers can take tests through MTS and EzTest on their mobile devices, and test administrators can host, manage and administer the tests through MTS anywhere. Both MTS and EzTest platforms enhance the mobility, security, efficiency and cost-effectiveness of test administration by utilizing state-of-the-art cloud technology to transmit test data through portable mobile devices. Our computer-based testing technologies, including E-testing platform, MTS and EzTest, provide diversified solutions to test sponsors and clients in various circumstances. Our self-developed online recruitment management platform, EzInterview, is specifically designed to help recruiters facilitate their talent assessment and hiring process. Our self-developed test content creation and management technologies include our Dynamic Simulation Technology, an advanced performance-based testing technology which leading IT certification sponsors have adopted for their computer-simulated tests delivered around the world. We have also developed content creation technologies for the conversion of paper-based tests into computer-based formats to make test administration easier and cheaper.

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We have received a number of awards and commendations in recognition of the quality of our services and our achievements in the development of computer-based testing technologies. For example, we recently received the “2017 HR Service Innovation Award” from HRroot.com and Human Resources Management Magazine in December 2017. We were also recognized as the “Best Brand for Human Resources Services (2016-2017)” in the Greater China region by the same organizations in March 2017. In October 2017, we won the “2017 Asian Education Contribution Award” at the 2017 Asian Education Forum. In July 2017, we received the “Hiring and Recruitment Vendor Value Award” from the Human Resource Excellence Center, China’s largest and most influential membership-based organization for human resources professionals.

Leveraging our testing platform, technologies and expertise, we administer an ever expanding portfolio of test titles in China and have expanded our service offerings beyond our core computer-based testing services to include other test-focused services. ATA launched online training services in 2006 to help candidates across China attain continuing educational requirements after their professional licensure and certification tests, which are delivered through our E-learning platform, which is an online training platform providing technology support and services to individual end-users for online distance education. During the nine months ended December 31, 2017, we expanded our online education services by offering an online continued education training platform for fund practitioners who have already acquired the AMAC qualifications. We plan to continue to expand our service offerings to include online education technologies, career-oriented training and soft skills development for test takers.

On February 6, 2018, ATA entered into the Share Purchase Agreement with the Buyer Group with respect to the sale of ATA Online. If this transaction is completed, we will no longer conduct our testing development and delivery business currently operated by ATA Online. Subsequent to the closing of this transaction, the remaining portions of our businesses primarily include the following: (i) development of K-12 education assessment tools and contents, (ii) our collaboration with Nanjing University and the Education and Research Institute of Tsinghua University on several research projects, and (iii) our strategic investments in EEO, ApplySquare, GlobalWisdom, Brillent, Satech and Master Mind. Subsequent to the closing of this transaction, we intend to leverage our existing competency-focused assessment and education service capabilities and the strategic opportunities that we have been working on to transform our company into a leading international education service provider. We plan to focus on three areas: (i) international education services for providing services to talents internationally; (ii) vocational training services for candidates using international resources and approaches; and (iii) evaluation services for assessing and evaluating candidates through content and methodologies. We also plan to use the proceeds from this transaction to fund one or more of the following matters: (i) seeking and acquiring potential merger and acquisition targets in the education industry; (ii) developing and expanding our retained businesses in assessment content and instrument development in the K-12 and higher education industries; (iii) strengthening our collaboration with Nanjing University and Tsinghua University in conducting ongoing and additional research projects; and/or (iv) distributing dividends to our shareholders.

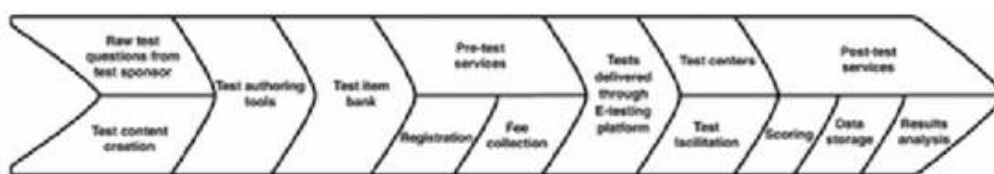
On April 4, 2018, the First Closing was completed, and the Second Closing and/or the Third Closing still remain uncertain as of the date of this transition report. If this transaction is not consummated, we will continue to conduct our testing development and delivery business currently operated by ATA Online, and may consider and evaluate other strategic opportunities. However, there can be no assurances that our continued operation of ATA Online-related businesses or any alternative strategic opportunities will result in the same or greater results of operation or values to our shareholders as with the sale of ATA Online.

Our total net revenues increased from RMB 417.1 million in the fiscal year ended March 31, 2016 to RMB 472.4 million in the fiscal year ended March 31, 2017, and from RMB 435.4 million in the nine months ended December 31, 2016 to RMB 490.1 million (\$75.3 million) in the nine months ended December 31, 2017. We had net income of RMB 26.1 million in the fiscal year ended March 31, 2016 and net loss of RMB 10.0 million in the fiscal year ended March 31, 2017. We had net income of RMB 43.9 million in the nine months ended December 31, 2016 and net income of RMB 27.8 million (\$4.3 million) in the nine months ended December 31, 2017.

Our Test Delivery Platform and Technologies

We offer our clients a comprehensive platform and suite of technologies for the development and delivery of computer-based tests. Our E-testing platform integrates all aspects of the test delivery process for computer-based tests, from test form compilation to test scoring and results analysis. Our test delivery services are further enhanced by our nation-wide network of test centers, which allows us to deliver both computer-based and paper-based tests on a large scale in a consistent, secure and cost-effective manner. We also offer our clients advanced technologies and software applications for the creation of sophisticated computer-based tests, including advanced performance-based tests. While we offer a choice between paper-based testing and computer-based testing for our institutional clients, currently all of our national public exams are delivered using computer-based testing, and we expect the trend towards computer-based exams to continue. By combining our advanced test content creation technologies with our test delivery platform and network of test centers, we can offer our clients a comprehensive and integrated solution to enhance the effectiveness of the entire testing process, as shown in the following diagram.

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Our E-Testing Platform

Our E-testing platform incorporates a number of technologies and protocols designed to ensure the stable, cost-effective, secure, accurate, fast and easy-to-manage delivery of computer-based tests on a large scale. It is flexible and easily customized for many types of test content and the specific requirements of the test sponsor. Tests delivered through our E-testing platform may be conducted at our ATA authorized test centers or at other locations at the test sponsor’s discretion. Our E-testing platform is composed of a set of tools and applications for facilitating the computer-based testing process, including a network sub-system for managing and transferring test content, test taker information and test results data in a secure and efficient manner. Our E-testing platform software applications are pre-installed on designated personal computers at the testing site prior to the test date and are designed to handle large-scale testing environments and are capable of transmitting, receiving, processing and storing large amounts of information in a short time span. We currently have the capability to deliver more than 1,200,000 tests per day using our 150 servers, which can be increased to enlarge capacity. We periodically upgrade our equipment and software applications to handle increasing testing volume as required.

Our Mobile Testing Service

Our proprietary mobile test administration platform MTS significantly enhances the mobility, security, efficiency and cost-effectiveness of test administration. MTS obviates the need to pre-install software on designated personal computers at the testing site prior to the test date and allows us to monitor the status and process of an entire exam through a safe, non-public LAN, thus reducing the cost of test administration and improving test administration efficiency. Through MTS, test packets can be downloaded to personal electronic devices immediately before the exam, and candidate responses can be synced with the test server during the exam. MTS

consists of three main components: (i) a small MTS Box that is placed in the testing center and operated by onsite proctors to wirelessly connect between the MTS Cloud Server and the test takers' own electronic device, such as a personal computer or tablet; (ii) an MTS Cloud Server that processes the exchange of data, such as the upload or download of test data, between the MTS Box and our servers; and (iii) MTS Test Client, an app that supports multiple operating systems and enables secure data transmission between the MTS Box and test takers' personal electronic devices during live exams. MTS was deployed for use in the administration of the Cambridge English Junior Young Learner Exam ("CBLUE") in 22 countries or regions.

Our EzTest Online Testing Platform

EzTest is an online self-service testing platform we launched in 2015. It provides comprehensive testing management and delivery functions required by most test delivery organizations and individuals, including item banking, test form composition, test delivery, online proctoring and test result analysis. Using its unique cloud computing technology, EzTest creates customized test contents and scenarios based on our users' specific needs and requirements, and allows users to easily manage the test conditions and results. Through its real-time monitoring systems and browser lock-down technologies, EzTest also creates a fair and secure testing environment for test takers. EzTest functions on all computer system browsers and most mobile system browsers without the need to install additional software or plug-ins. This enables its users to generate their own test content and deliver tests at any time, any place and on any device. EzTest has been widely used by a large number of our corporate clients as an important testing and talent assessment tool to create and deliver recruitment tests as part of their own hiring and selection process. The key clients using our EzTest online testing platform include some of the leading multinational corporations and PRC blue chip companies, such as China UnionPay, China National Chemical Corporation, China Minsheng Bank and China Pacific Insurance.

Our EzInterview Online Recruitment Management Platform

In 2017, we launched EzInterview, a self-developed online interview management platform, designed to strengthen our capability to support the talent assessment and hiring process. EzInterview currently consists of an interview management system and a candidate evaluation system. The interview management system facilitates bulk interview scheduling and keeps track of all data generated from the recruiting process, including job openings, scheduled interviews and candidate databases. The candidate evaluation system provides interviewers easy access to interview schedules and candidate databases. Interviewers can score interviews and provide evaluations in real-time. After each interviewer provides his/her independent evaluations of a candidate, scoring is revealed to the recruiter whereby the highest-scoring candidates can be effortlessly identified. In addition, similar to EzTest, EzInterview can also be accessed on both computer and multiple mobile devices, which affords users great flexibility to access candidate records and make interview arrangements. The innovative features available on EzInterview allow our users to significantly increase their recruiting productivity, leading to more efficient and qualified hires. As part of our ongoing efforts to improve our products and drive user engagement, we are in the process of upgrading the EzInterview platform and launching new features tailored to job seekers. For example, we plan to complete upgrading the EzInterview platform by end of 2018, to allow our users to conduct interviews remotely through webcams instead of through face-to-face interaction, affording both our users and interviewers great flexibility to make interview arrangements and largely reducing the cost of time and money of interviewers, compared to face-to-face interviews.

Our ATA Authorized Test Center Network

To help our clients reach a broad base of test takers, we have established a large network of authorized test centers across Mainland China and in Macau, which we refer to as our ATA authorized test centers. As of December 31, 2017, we had contractual relationships with 3,344 ATA authorized test centers. Our network of ATA authorized test centers provides the means for delivering and administering tests nationally both simultaneously and on a regularly scheduled basis under consistent and secure testing conditions.

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The following map shows the geographic distribution of our ATA authorized test centers as of December 31, 2017:

Extensive Network of Test Centers



We do not own any of our ATA authorized test centers but instead enter into a standard form of contract with qualified independent operators to act as ATA authorized test centers. Most of our ATA authorized test centers are owned by Chinese vocational schools, which we believe enhances the quality and reliability of the centers. Under our contracts with the test centers, we license our E-testing platform technology and provide training and support during the contract period. We require each test center to provide sufficient facilities to properly administer computer-based tests and to follow prescribed guidelines for facility maintenance and test administration. We also conduct regular reviews of their facilities and operations. We assist our clients in liaising and coordinating testing arrangements with our ATA authorized test centers.

Our ATA authorized test centers are divided into general test centers, which offer a wide range of tests and have the right to use our “ATA” brand name and logo, and special test centers with which we enter into contracts to carry out specific tests for specific test sponsor clients. We receive license fees from our general test center operators in the form of either a single initial license fee or a combination of initial license fee and continuing annual license fees. Under either fee arrangement, we and our licensees can extend the licensing agreement indefinitely.

Our Test Content Creation and Management Technologies

We offer our clients advanced technologies and software applications for the creation of sophisticated computer-based tests, including advanced performance-based tests.

Our Dynamic Simulation Technology is a performance-based testing technology that creates, illustrates, runs and scores tests in a virtual computer environment that accurately and realistically simulates the operating environment and functions of the software applications being tested without requiring the installation or use of those applications. Our Dynamic Simulation Technology is designed to provide maximum interactivity and allow the test taker to perform tasks in the simulated environment and operate through multi-level testing paths. The current version of Dynamic Simulation Technology, version 5.0 is an interpreter-based simulation technology, which represents our fifth generation of simulation testing technologies.

Interpreter-based simulation offers high flexibility, adaptability to most applications, low disk space usage and short lead times for developing new tests once the system is in place. Based on feedback from our clients, we believe that we are the only company in the world that has developed and marketed interpreter-based simulation technology for testing and educational use. For this reason, we believe that our Dynamic Simulation Technology is the world’s leading technology for the creation and illustration of performance-based tests through simulation. Currently content in over eight languages has been delivered through this technology around the world.

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We also have two non-simulation testing technologies: Real Environment Technology and ATA Markup Language. Our Real Environment Technology is used for creating and running performance-based tests and learning exercises that track and score within the actual operating system or software application being tested. Our ATA Markup Language is used for the creation and illustration of knowledge-based test items that require the test taker to respond to specific questions in a traditional question-and-answer format. While less sophisticated than our performance-based testing technologies, ATA Markup Language remains a key technology for our large base

of clients who contract with us for the conversion of paper-based tests to computer-based tests. In addition, many performance-based tests also include traditional multiple-choice questions created and run by our ATA Markup Language and related software applications.

We have developed test item authoring tool applications for our Dynamic Simulation Technology, Real Environment Technology and ATA Markup Language. We have also developed other authoring tools, such as user interface cloning and translation software, for increasing the efficiency of the test content creation and revision process. To meet individual client needs, we have developed test engine applications for integrating tests using our testing technologies on multiple testing platforms.

In addition to incorporating our technologies into our test service offerings, we also directly generate revenue from our Dynamic Simulation Technology and related simulation authoring tools by licensing them to international IT certification sponsors, such as CompTIA, for the creation of test items and test preparation course exercise items delivered to students and test takers all over the world.

Our Service Offerings

Testing Development and Delivery Services

Computer-based test authoring, delivery and result analysis services. Our test delivery platform and technologies allow us to offer our clients a comprehensive set of services for the authoring, test delivery and result analysis of computer-based tests as well as administrative services such as test registration, scheduling, fee collection and certification fulfillment. We assist our clients with creating and delivering a wide range of computer-based tests, including governmental agencies with licensure tests required for job positions within various governmental agencies, industry associations with tests that test the competence of individuals who practice in certain industries that require technical expertise and which carry professional titles, as well as Chinese universities with admission tests that test the knowledge and skills of high school graduates who apply to such universities, such as: the National Unified Certified Public Accountants Exam, sponsored and regulated by CICPA;

- the Fund Practitioners Certification Exam, sponsored and regulated by the AMAC under CSRC's supervision;
- the Certification of China Banking Professionals Exam, sponsored and regulated by CBI under the supervision of the China Banking Regulatory Commission, or CBRC;
- the National Tax Adviser Occupational Qualification Exam, sponsored and regulated by China Certified Tax Agents Association, or CCTAA;
- the Vocational Qualification Test for National Land Registration Agents, sponsored and regulated by China Real Estate Valuers and Agents Association (CREVA) under the supervision of the Ministry of Land and Resources and the PRC Ministry of Human Resources and Social Security, or MOHRSS;
- the National Tour Guide Qualification Exam, sponsored and regulated by the China National Tourism Administration;
- the Futures Professional Qualification Exam, sponsored and regulated by the China Futures Association;
- the Accounting Professional and Technical Qualification Exam, sponsored by the finance bureaus in multiple provinces and cities, including Beijing, Shanghai, Fujian and Nanchang;
- the National Real Estate Assistant Qualification Exam; sponsored by the China Institute of Real Estate Appraisers and Agents, under the supervision of the Ministry of Housing and Urban-Rural Development of the People's Republic of China, or MOHURD and MOHRSS;
- the National Tax Law Enforcement Officer Qualification Exam, sponsored and regulated by the SAT;
- self-developed admission tests administered by various reputable Chinese universities;
- quiz competitions on state and local taxation, sponsored by the State Administration of Taxation and the state and local tax bureaus in more than 25 provinces and cities across China; and
- corporate assessment services for large scale/day-to-day recruitment exercise and internal for talent management assessment purposes.

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Utilizing our comprehensive and advanced item authoring system and rendering technologies, we assist our clients in developing sophisticated computer-based tests, including performance-based items. Creation of effective and reliable computer-based tests involves a multi-step process:

- *Test design.* Our content development consultants work together with the client to determine the test scope, target audience, test objectives and required competency level to formulate an overall test blueprint. We then arrange for the client to work with our internal subject matter experts, or engage outside subject matter experts with specific experience in the subject area, to work with us on the scope of knowledge covered by the test and to design and author specific testing items for required knowledge points.

- *Test item authoring.* Based on the test blueprint and using our advanced test engine technologies, we work together with subject matter experts to create individual test items designed to determine a test taker's proficiency and effectiveness in solving both practical and conceptual problems. The test items are designed to support immediate test scoring and results processing. Test items generally fall into two types: standardized items and constructed responses items. Once all of the test items have been created, our content development consultants and subject matter experts commence a review process to ensure the validity of each test item, clarity of language and overall quality. All of the test items are then deposited in a master test item pool.
- *Test form and item bank construction.* Once the test items are ready, we tag attributes to test items for building up test item banks, which enable test forms to be formulated based on the blueprint of a test. Test forms with the same level of difficulty are generated from the test item bank to ensure fairness across test forms.
- *Final user acceptance test.* Before publication, the test undergoes a final user acceptance test during which selected test takers take the test and provide feedback. Based on the test results from the beta test, we evaluate the efficacy of the test, eliminate problematic test items and otherwise fine tune the test items to ensure quality.
- *Continuous upgrades through result analysis and user feedback.* As we deliver tests in real-world environments, we monitor and analyze the quality and adequacy of the test content and update test items as we develop or adopt new technologies and techniques. We also communicate with test users and collect feedback from the test sponsors and test takers to ensure that test items are up-to-date.

Our services are modularized, and depending on the client's needs, we perform some or all of the above services to individual client. For example, in some cases, clients may have already created all of the test items and may only require us to build the test using our E-testing platform. Computer-based tests can also be scheduled on an on-demand basis, or as regularly scheduled tests, which are prescheduled and taken by test takers at a designated time.

Our computer-based testing delivery services generally include the following, subject to the test sponsor's specific needs:

- installing our E-testing platform on the computer system of our authorized test centers to enable centralized administrative tasks to be implemented for the test or, in the case of repeated clients, updating the platform as necessary, for new tests;
- providing technical support throughout the test administration process;
- updating test session information and performing test rehearsals and final test environment inspection;
- administering the test sessions and collecting responses from candidates; and
- processing test scores, summarizing and analyzing test scores and generating results.

We also offer a number of logistical support services relating to test administration that we incorporate into the testing fee for our test delivery platform based on client's customized needs. These support services include:

- managing test taker registration and scheduling;
- managing test fee collection;
- preparing and conducting pre-test training of personnel at each ATA authorized test center;
- providing test data management, such as test score publishing and inquiry; and
- printing and delivering certificates for test takers who have satisfied the test sponsor certification requirements.

We usually offer test content creation services and test delivery services as an integrated solution and collect a fixed fee per test per test taker. The fee we charge depends on the length and complexity of the test, the amount of effort it takes to transform the testing content into computer-based test format and other factors in the test development and administration process, such as security levels and the amount of logistical services provided.

Administration of TOEIC exams in China. We have been a long-time distributor and test administrator of TOEIC exams in China, which are products of ETS, the world's largest educational research and assessment organization. Originally designed in 1979 by ETS for governmental agencies and corporations, TOEIC measures the ability of non-native speakers of English to communicate in English in the workplace. According to ETS, the TOEIC exam is being used by over 14,000 companies, government agencies and English language learning programs in 150 countries, with around eight million TOEIC exams administered around the world in 2017. TOEIC has become the top professional English language assessment tool in the world, according to ETS.

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TOEIC tests include large-scale, fixed-date testing open to the general public for a set fee as well as on-demand testing given for specific enterprises or organizations. We administered our first TOEIC exam in three cities in China in March 2009. We collect a per-test taker fee for each test delivered. TOEIC exams in China used to be only available in a paper-based format, but since August 2011, we also began delivering computer-based TOEIC exams through our delivery system at our authorized test centers.

On February 28, 2014, our exclusive TOEIC distributor contract with ETS ended and we no longer exclusively administer

TOEIC exams in China due to ETS' decision to change its distribution model; however, we are still a distributor and administrator of TOEIC exams in China and signed a non-exclusive distributor contract with ETS on June 23, 2014 to continue delivery of certain TOEIC exams to our existing institutional clients from April 1, 2014 through December 31, 2016. On January 20, 2017, we renewed such non-exclusive distributor contract with ETS to extend its term for another three years from January 1, 2017 to December 31, 2019.

Distribution and administration of Cambridge tests. We entered into an exclusive ten-year Master Distribution and Services Agreement in March 2013 with The Chancellor, Masters and Scholars of the University of Cambridge ("Cambridge"), an affiliate of the University of Cambridge which has the largest dedicated research department of any UK-based language assessment organization. Under this agreement, we will host, support, market and deliver platform services to certain Cambridge tests and collect a per-test taker fee for each test delivered. As of December 31, 2017, we have enabled the delivery of 12,789 Cambridge English Junior Exam in 22 countries or regions through our MTS. On March 20, 2018, due to its change in global product portfolio and strategy, Cambridge decided to withdraw CBYLE from the market and our Master Distribution and Services Agreement with Cambridge was discontinued accordingly.

Administration and delivery of ACT exams in Asia. In September 2017, we successfully provided test delivery services for the American College Test ("ACT") in Jeju Island, Korea and the Global Assessment Certificate schools in Mainland China. ACT is a paper-based college entrance exam owned by ACT, Inc. We are currently in the process of assisting ACT, Inc. with the conversion of the ACT exams from paper-based to computer-based testing, which we expect to complete and launch in second half of 2018. We also signed an exclusive five-year agreement with ACT, Inc. on April 21, 2017 to provide a variety of ACT test preparation measures to students in China.

Administration and delivery of the Vocational Qualification Test for National Land Registration Agents. In June 2016, we provided a range of testing services, including test center monitoring and test administration and delivery, for the Vocational Qualification Test for National Land Registration Agents, which is a paper-based test sponsored and regulated by China Real Estate Valuers and Agents Association (CREVA) under the supervision of the Ministry of Land and Resources and the PRC Ministry of Human Resources and Social Security, or MOHRSS. This was the first time that we delivered and supported the Vocational Qualification Test for National Land Registration Agents, in which a total of 17,075 test takers participated over the course of two days on June 18 and June 19, 2016. We continued to deliver this test in 2017, in which a total of 9,622 test takers participated.

HR Select Employee Assessment Solution

In March 2009, we launched our self-developed "HR Select" employee assessment solution. HR Select is a service that enables corporate human resources departments to test, benchmark and analyze job applicants based on general, industry-specific and job-specific profiles and individual skill-sets, making it an invaluable tool for campus recruitment, lateral hiring and internal promotions. Employers using HR Select can choose to adopt any of a multitude of evaluation parameters, including:

- General work skills, including, among others, foreign language skills, software application skills, management skills, reading comprehension ability and data processing skills;
- Position-specific skills, including customized tests for IT, finance, management, customer service, administrative and sales positions; and
- Compatibility traits, which look at non-skills elements that indicate a candidate's likelihood of success, such as personal values, self-image, motivation and other personality traits.

HR Select leverages our computer-based testing technologies and expertise, as well as our EzInterview recruitment management platform to allow employers to evaluate candidates on each of these properties and to analyze and categorize the results to make effective recruitment decisions. Candidates are tested using our E-testing or EzInterview platforms at our authorized test centers or online at a place of their choice. We have also leveraged our particular expertise in certain industries where we have been delivering computer-based tests and educational services, including the IT and finance industries, to provide targeted services to employer clients. For example, Saville Wave, which is a career personality test, is available via the HR Select service to assess a candidate's behavioral-based personality and predict his workplace performance. Employers may adopt ready-made tests available in our system, or use their own self-developed tests. If they use their own tests, they can choose to keep the test confidential or permit other HR Select clients to view the tests. By allowing test content to be shared, we believe HR Select can facilitate the standardization of recruitment criteria across industries. HR Select incorporates our computer-based testing technologies and allow clients to deliver the evaluation tests online in a secure, accurate and easy-to-manage manner. HR Select can be administered at ATA authorized test centers or via our customized online platform.

Our current HR Select clients principally include large domestic and foreign-invested companies in professional industries such as insurance and banking. Since fiscal year ended March 31, 2011, the four largest Chinese state-owned banks have become customers of our computer-based testing services that incorporate our HR Select solution. To complement our HR Select offerings, we signed an exclusive ten-year partnership agreement in August 2011 with Saville Assessment, a global human resources assessment firm whose products are available in over 80 countries, to deliver Saville's unique and proprietary psychometric measurement instruments and specialized personality instrument through our testing platform. Saville's psychometric assessment has enhanced our HR Select product portfolio and moved us one step closer to our goal of being a premium provider of international, branded test content.

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Online Education Services

We offer online education services to candidates aiming to fulfill their post qualification continuing educational requirements.

Our online education services integrate our testing and assessment technologies with online education content targeted at professional licensure and certification tests in China.

Online education platforms for fund practitioners and futures professionals. Leveraging the scale of ATA-delivered fund practitioners and futures certification tests, ATA launched online education websites to provide flexible and scalable platforms aimed at helping candidates across China to fulfill their Continuous Professional Development (CPD) requirements after passing their professional licensure and certification tests delivered through our testing platforms for the AMAC and China Futures Association. Online education customers gain access to Internet websites that contain the latest training materials provided by the test sponsors and streaming video of teaching sessions and practice tests developed by ATA.

Online continued education training platform for banking professionals. In May 2014, we were authorized by the China Banking Association (“CBA”) on an exclusive basis to develop an online continued education training platform for professionals who had acquired the Vocational Qualification Certificate for China Banking Professionals. This online training platform aims to provide such banking professionals with continuing vocational trainings to fulfill the minimum continuing education requirements after obtaining their qualification certificates. After more than two years of development and testing, we successfully launched this online training platform in July 2016, and the registrants have been growing steadily to approximately 280,000 as of December 31, 2017. We have signed the agreement to cooperate with CBI instead of with CBA directly in 2016 and under our agreement with CBI, we were granted the exclusive right to provide online education services for CBI for five years and were entitled to charge service fees based on the total number of activated online training sessions delivered by the platform each month.

Data Storage and Security

One of the most important aspects of our computer-based testing services is ensuring the integrity and security of the test-taking process. To accomplish this, we use multiple technologies and methods to ensure the security of test content, test results and other sensitive data used or obtained in relation to our services.

We have developed and implemented the following technologies and measures to protect security throughout all stages of test development and delivery:

Preparation and Storage of Test Items

To reduce the risks associated with potential unauthorized disclosure or misuse of test questions by ATA personnel during the process of creating test item banks, we divide test item authoring and management tasks among multiple persons and limit each person’s access to the test item content through the use of access permissions. Each test item author is only responsible for creating a limited amount of test item content and is permitted access only to that content for which that person is responsible. As a result, no one has full access to the contents beyond his or her scope of work. Test item bank managers receive limited permissions and are not given access to the content of individual test items. Moreover, our test item authoring and test item bank management tools record and track all access and modifications to test items or the test item pool to detect any breaches to the security protocols. Once the test item banks are created, the content is encrypted and stored on our secure central servers or the client’s servers. Our servers are located in a central machine room operated by one of the most well-established server hosting service providers in China. These servers are protected by firewalls and stored using NetApp™ equipment, which permits real-time back-up. We encrypt all test item banks using our self-developed encryption algorithm, which strive to prevent decryption or reverse engineering through the use of electronic fingerprinting, anti-tracking and trapping technologies. We have also started to collaborate with a leading global cloud computing service provider to jointly develop cloud-based data storage technologies since September 2017.

Creation of Test Forms and Transmission of Test Materials to the Test Site

Our software applications automatically compile individual test forms from the test item bank according to the test blueprint and pre-arranged parameters. During this process, no access of the content of individual test items is permitted and all steps in the process are digitally recorded. The encrypted test forms are delivered to the test site’s server either on hard disc or through a secure network, generally one day before the day of the test. The relevant information on each test taker is separately transferred in encrypted format to the test site via the Internet. A hardware dongle containing an encrypted time stamp is used to ensure that the test begins and ends on time. A hardware dongle is a hardware device that must be inserted into the USB port of the test site’s central computer to decrypt and operate the test content. We design our own hardware dongles, which incorporate ATA-owned integrated circuit technology, and outsource its production to multiple factories in China. A decryption algorithm is used along with the hardware dongle to complete decryption of test materials and commence the test.

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Conduct of the Test

We train all test center personnel on protocols and supervision techniques to be used during test time. Test center administrators confirm test takers’ identities through photographs, fingerprints and other biometric data. We also issue to each test taker upon registration a password that must be inputted on the test day to start the test. Once the test session has begun, software installed as part of each test tracks all actions and operations taken during the test and records them on the test site central server in real time. The testing software is designed to prevent test takers from accessing any network during test time. When a test taker opens up a question, it is decrypted and displayed. To protect against cheating, we have invested in surveillance equipment and the order in which test answer choices appear is randomly generated with each answer choice encoded as a unique number and letter chain. Immediately upon the test taker’s completion of each test item, the recorded data is re-encoded and re-encrypted.

Transmission, Reading and Storage of Test Results

In most instances, tests are scored on the test site server immediately following conclusion of the test and subsequently uploaded to our central servers. All transferred data is encrypted and data code integrity is verified using the latest technologies, including MD5 and Hash. Following scoring, we store all test content and results on our firewall-protected central servers.

Data-driven Cyber Security System

We utilize a data-driven cyber security system to detect and prevent potential cyber security risks and vulnerabilities that arise in our operations. This system adopts a quick, responsive defense model based on big data analytics which gathers, processes and analyzes massive amounts of network data, and applies algorithms to identify anomalous activities, unseen patterns or conceivable security holes in our network systems. It accurately tracks the IP addresses and identities of hackers and provides advance warning of potential threats, thereby strengthening our ability to defend against malicious network infiltration and cyber-attacks.

Intellectual Property

Intellectual property protections, including copyrights, trademarks, patents, and trade secrets are important to our success. We rely on copyright, trademark and patent law, trade secret protection and confidentiality agreements with our employees, clients, business partners and others to protect our intellectual property rights. All of our senior management and engineering employees are required to sign agreements acknowledging that all inventions, trade secrets, works of authorship, innovations and other processes generated by them that relate to our business are our property, and to assign to us any ownership rights in those works. Despite our efforts, it may be possible for third parties to obtain and use our intellectual property without authorization.

As of December 31, 2017, we have registered 237 software copyrights relevant to our product and service offerings with the National Copyright Administration of the People's Republic of China, or NCA, including 25 software copyrights which were newly registered in the nine months ended December 31, 2017.

As of December 31, 2017, we have also registered 318 domain names relating to our websites, including www.atai.net.cn, the primary URL for our website, with the Internet Corporation for Assigned Names and Numbers and the China Internet Network Information Center, a domain name registration service provider in China.

We have also sought patent protection relating to our testing technology. On February 22, 2013, we submitted applications to China's State Intellectual Property Office seeking necessary invention patent and utility model protection for our testing transmission technology. Our application for utility model protection was granted on August 28, 2013, which gives us a protection period of 10 years starting from the date of application. In addition, our testing technologies also enjoy protection in China as trade secrets under China's Anti-Unfair Competition Law.

Clients

The quality and flexibility of our product and service offerings have attracted a broad base of clients. Our clients principally include Chinese governmental agencies, professional associations, well-known IT vendors as well as individual online education services consumers. CICPA, AMAC and CBI accounted for 23.3%, 14.5% and 10.7%, respectively, of our total net revenues for the nine months ended December 31, 2017. No other client accounted for more than 10% of our total net revenues for the nine months ended December 31, 2017.

As of December 31, 2017, we had 486 contracts with test sponsors for our computer-based testing services. For the nine months ended December 31, 2017, our five largest computer-based testing services clients based on revenue were:

- CICPA, which has been designated by Ministry of Finance of the People's Republic of China as the sole administrator of CPA qualification tests in China;
- AMAC, which has been designated by CSRC as the sole administrator of Fund Practitioners Certification tests in China;
- CBI, which has been designated by the MOHRSS and CBRC as the sole administrator of banking industry qualification tests in China;
- Occupational Skill Testing Authority (OSTA) of the PRC Ministry of Human Resources and Social Security; and

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- CCTAA, which has been designated by the State Administration of Taxation as the sole administrator of National Tax Adviser Occupational Qualification Exam tests in China.

These five clients represented an aggregate of 61.6% of our total net revenues for the nine months ended December 31, 2017.

Sales and Business Development

Our sales and business development department, primarily composed of members of our senior management and professional

sales team, is responsible for identifying and developing new markets and client opportunities for our product and service offerings.

For our computer-based testing services, we target key governmental agencies, professional associations, enterprises and other potential clients to help them develop standardized certification, qualification or assessment policies. Once we identify a potential client, we generally submit an initial proposal outlining the services we can provide based on our analysis of their test-related needs. We may develop and conduct trial tests tailored to the clients' needs based on the terms of a memorandum of understanding signed with the client. We generally enter into a final contract with the client only after successful completion of the trial tests. During this process, we also actively seek opportunities to cross-sell and up-sell our services, including online education services and ancillary testing services to the client. The following diagram illustrates the key stages in our testing services business development process.



Marketing

To generate demand and market awareness, we engage in a variety of marketing activities to promote our product and service offerings. We host and invite potential clients, such as key governmental agencies and governing bodies, to industry conferences on topics such as the development of computer-based testing technologies. We also attend conferences and trade shows to demonstrate and promote our technologies, product and service offerings. We conduct marketing for our service offerings through promotional activities in cooperation with local governmental departments and educational institutions and through our local sales agents. Our on-campus marketing activities include promoting the licensure and certification tests linking to our “ATA” brand name, through prominently placed marketing materials like posters and other advertising means. We promote wider recognition of our “ATA” brand by placing our logo prominently outside ATA authorized test centers and in test and course program materials. We are also developing joint marketing efforts with certain independent operators of our ATA authorized test centers. In addition, to seize business opportunities in regional markets, starting in the third quarter of 2017, we have decentralized our sales and marketing functions by establishing nine provincial representative offices across China. This allows us to increase our market penetration and competitiveness by focusing on our clients' specific needs in different geographic regions.

Competition

In the computer-based testing services market, we compete primarily on the basis of technology, price, management experience, established infrastructure, reputation and brand. We believe that our overall testing services and technologies, along with our nationwide test center network, provide us with a competitive advantage. We believe that we are currently the market leader in computer-based testing services in China due to a combination of our experience in and familiarity with the China computer-based testing services market, our advanced technologies, our large nationwide network of test centers, our established relationships with key test sponsors and governmental agencies and our competitive cost levels.

To our knowledge, based on interactions with clients and others in the market, we believe that we have the largest test center network of any commercial computer-based testing service provider in China. We had 3,344 authorized test centers in China, including centers in every province in China, as of December 31, 2017. Our vast network of test centers allows our clients to administer large-scale nationwide computer-based tests in a consistent, secure and cost-effective manner. During the nine months ended December 31, 2017, approximately 12.4 million tests were delivered using our computer-based testing technologies and services, and our capacity for test delivery, which can be easily expanded if necessary, is already more than 1,200,000 tests per day.

For our HR Select employee assessment solution, while there are other companies providing recruitment services to corporate human resources departments, we are differentiated by our comprehensive and professional testing services with proprietary testing contents and technologies.

While we anticipate new market entrants and increased efforts by existing international players to expand their presence in China, we believe that relatively high entry barriers, such as the time and costs associated with establishing a large-scale test center network, will make it difficult for new entrants or international competitors to quickly gain market share from us in China. We believe that potential domestic entrants lack the technology and commercial relationships that we possess. International competitors will likely face challenges in establishing effective relationships with key Chinese government and industry test sponsors or local educational institutions.

Seasonality

We have experienced seasonality and expect in the future to continue experiencing seasonality in net revenues and accounts receivable related to our test delivery services, with the quarters ending June 30 and December 31 typically having higher net revenues and the quarters ending September 30 and March 31 typically having lower net revenues from testing services. This is primarily because the tests from which we derive substantial revenues are mostly delivered in the quarters ending June 30 and December 31.

Regulation

This section sets forth a summary of the most significant laws, regulations, policies and requirements that affect our business activities in China, the industries in which we operate, and our shareholders' right to receive dividends and other distributions from us.

Regulation of the Software Industry

In China, holders of computer software copyrights enjoy protection under the Copyright Law of the People's Republic of China, or the Copyright Law. Under the Copyright Law, China's State Council and the State Copyright Administration have also promulgated various regulations relating to the protection of software copyrights in China. Under these regulations, computer software that is independently developed and exists in a physical form will be protected, and software copyright owners may license or transfer their software copyrights to others. Registration of software copyrights and exclusive licensing and transfer contracts with the Copyright Protection Center of China (previously, the State Copyright Administration) or its local branches are encouraged. Such registration is not mandatory under Chinese laws, but can enhance the protections available to the registering parties. For example, the registration certificate serves an evidentiary function enabling the registering parties to prove they have protectable rights. We have registered 237 software copyrights with the NCA as of December 31, 2017.

China's Ministry of Industry and Information Technology (and its predecessors), or MIIT, has promulgated regulations to regulate the production, sale, import or export of software products in China. Under these regulations, all domestically produced software products to be operated or sold in China must be duly registered and filed with the provincial branches of MIIT. We have complied with the registration and filing requirements necessary to sell our software products in China. These registrations generally remain in effect for five years and are subject to renewal.

Regulation of Vocational Education

Chinese laws and regulations impose restrictions on foreign investment in educational institutions in China. However, Chinese laws and regulations do not impose restrictions on foreign investment in companies providing course and test content or related products and services to educational institutions. According to the Catalog of Industries for Guiding Foreign Investment amended in 2017, foreign investment in non-academic vocational education institutions is encouraged and there is no limitation to the maximum percentage of foreign ownership in a company operating non-academic vocational education business.

In addition, the Chinese government has issued a series of circulars and regulations promoting the development of vocational education, including "The Decision to Enhance the Promotion of the Reform and Development of Vocational Education", "The Decision to Enhance the Development of Vocational Education" and "The Decision to Enhance the Development of Modern Vocational Education" published by the State Council on September 24, 2002, October 28, 2005 and May 2, 2014, respectively. These circulars and regulations require all levels of governments in China to intensify their support for vocational education and to gradually increase the financial resources that local and provincial governments allocate to vocational education.

Regulations regarding Internet Content Provider Licensure Requirements

We planned to engage in online testing preparation business, which are subject to PRC regulations including but not limited to Telecommunications Regulations, the Administrative Rules on Foreign-Invested Telecommunications Enterprises, the Notice on Strengthening the Administration of Foreign Investment in Operating Value-added Telecom Business, the Administrative Measures for Telecommunications Business Operating Licenses (2017), the Internet Information Services Administrative Measures, and Certain Rules on Regulating the Order of Internet Information Service Market. ATA Online previously held an ICP license issued by the Beijing Telecommunications Administration Bureau, a local branch of the MIIT, which allows ATA Online to provide Internet content distribution services. However, as ATA Online has not engaged in online testing preparation business since its incorporation, ATA Online deregistered its ICP license in 2015. Under PRC laws, ATA Online is not required to hold an ICP license.

In the opinion of Jincheng Tongda & Neal Law Firm, our PRC legal counsel:

- the ownership structures of our wholly-owned subsidiaries in China are in compliance with existing published Chinese laws and regulations; and
- the business operations of our company, all of our Chinese subsidiaries, as described in this transition report, are in compliance with existing published Chinese laws and regulations in all material aspects.

Regulation of Online and Distance Education

Pursuant to the Administrative Regulations on Educational Websites and Online and Distance Education Schools issued by the Ministry of Education in 2000, educational websites and online education schools may provide education services in relation to higher education, elementary education, pre-school education, teaching education, occupational education, adult education, other education and public educational information services. "Educational websites" refers to organizations providing education or education-related information services to website visitors by means of a database or online education platform connected via the Internet or an educational television station through an Internet service provider, or ISP. "Online education schools" refer to education websites providing academic education services or training services with the issuance of various certificates.

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Setting up educational websites and online education schools is subject to approval from relevant education authorities, depending on the specific types of education provided. Any educational website and online education school shall, upon receipt of approval, indicate on its website such approval information as well as the approval date and file number.

According to the Administrative License Law promulgated by the Standing Committee of the National People's Congress on August 27, 2003 and effective as of July 1, 2004, only laws promulgated by the National People's Congress and regulations and decisions

promulgated by the State Council may set down administrative license. On June 29, 2004, the State Council promulgated the Decision on Setting Down Administrative Licenses for the Administrative Examination and Approval Items Really Necessary to be Retained, in which the administrative license for “online education schools” was retained, while the administrative license for “educational websites” was not retained. On January 28, 2014, the State Council promulgated the Decision to Cancel or to Delegate another Batch of Administrative Approval Items to Lower Level, in which the administrative license for “online education schools” was cancelled for higher education. On February 3, 2016, the State Council promulgated the Decision of State Council to Cancel the Second Batch of Administrative Approval Items (152 Items) that Delegated to Lower Level, in which the administrative license for “online education schools” and “educational websites” were cancelled.

Regulation of Broadcasting Audio-Visual Programs through the Internet or Other Information Network

The State Administration of Radio, Film and Television, or SARFT, promulgated the Rules for Administration of Broadcasting of Audio-Video Programs through the Internet and Other Information Networks, or the Broadcasting Rules, in 2004, which became effective on October 11, 2004. The Broadcasting Rules apply to the activities of broadcasting, integration, transmission, downloading of audio-video programs with computers, televisions or mobile phones as the main terminals and through various types of information networks. Pursuant to the Broadcasting Rules, a Permit for Broadcasting Audio-video Programs via Information Network is required to engage in these Internet broadcasting activities. On April 13, 2005, the State Council announced a policy on private investments in businesses in China that relate to cultural matters, which prohibits private investments in businesses relating to the dissemination of audio-video programs through information networks. On April 25, 2016, the SARFT promulgated the Private Network and Directional Broadcasting Audio-Video Programs Regulations, which came into effect on June 1, 2016 and replaced the Broadcasting Rules. The Broadcasting Audio-Video Programs Regulations provide, among other things, that a Permit for Broadcasting Audio-Video Programs via Information Network is required for engaging in broadcasting services through private network and directional communication. According to such Regulations, the Broadcasting Services through Private Network and Directional Communication shall mean the services and activities provided to the public through the private transmission channels that include internet, LAN and VPN based on Internet and through the receiving terminals of televisions, and other handheld electronic equipment, and such services and activities include the activities of content supply, integrated broadcast control, transmission and distribution with IPTVs, private-network mobile televisions, internet televisions. According to such Regulations, only the entities wholly or substantially owned by the State could apply for such Permit.

On September 2, 2016, the SARFT issued a Notice on Problems regarding Strengthening the Administration of Internet Audio-video Programs Live Broadcasting Services, which provides that (i) the provision of audio-video live broadcasting of important political, military, economic, social, cultural, sports and other activities and events and (ii) the provision of audio-video live broadcasting of cultural activities by general social organizations, sports events and activities alike require an audio-video program transmission license.

On November 4, 2016, the Cyberspace Administration of China promulgated the Provisions on the Administration of Online Live Broadcasting Services, which became effective as of December 1, 2016. Such Provisions provide that anyone who provides online live broadcasting services through online performances, internet video/audio programs and so forth, shall obtain relevant qualifications as required by laws and regulations.

In November 2016, the SARFT issued a Notice on Strengthening the Administration of Audio-video Programs Transmission on Weibo, WeChat and Other Internet Social Networking Platforms, which further clarifies that anyone who operates internet audio/video services through Weibo, WeChat and other internet social networking platforms must obtain an audio-video program transmission license and operate its business pursuant to the scope as provided in such license.

On December 20, 2007, SARFT and MIIT issued the Internet Audio-Video Program Measures, which became effective on January 31, 2008 and was revised on August 28, 2015. Among other things, the Internet Audio-Video Program Measures stipulate that no entities or individuals may provide Internet audio-video program services without a license for disseminating audio-video programs through information network issued by SARFT or its local counterparts or completing the relevant registration with SARFT or its local counterparts and only entities wholly owned or controlled by the PRC government may engage in the production, editing, integration or consolidation, and transfer to the public through the Internet, of audio-video programs, and the provision of audio-video program uploading and transmission services. On February 3, 2008, SARFT and MIIT jointly held a press conference in response to inquiries related to the Internet Audio-Video Program Measures, during which SARFT and MIIT officials indicated that providers of audio-video program services established prior to the promulgation date of the Internet Audio-Video Program Measures that do not have any regulatory non-compliance records can re-register with the relevant government authorities to continue their current business operations. After the conference, the two authorities published a press release that confirms the above guidelines. On September 15, 2009, SARFT promulgated the Notice on Several Issues regarding the license for disseminating audio-video programs through information network. The Notice restates the necessity of applying for such license and sets forth the legal liabilities for those providing Internet audio-video program services without the license.

Regulations Relating to Internet Content and Information Security

Internet content in the PRC is regulated and restricted by the PRC government. The Administrative Measures on Internet Information Services, which was amended in 2011, specify that internet information services regarding news, publications, education, medical and health care, pharmacy and medical appliances, among other things, are to be examined, approved and regulated by the relevant authorities. Internet information providers are prohibited from providing services beyond those included in the scope of their ICP licenses or filings. Furthermore, these measures clearly specify a list of prohibited content. Internet information providers are prohibited from producing, copying, publishing or distributing information that is humiliating or defamatory to others or that infringes the lawful rights and interests of others. Internet information providers that violate the prohibition may face criminal charges or administrative sanctions by the PRC authorities. Internet information providers must monitor and control the information posted on their websites. If any prohibited content is found, they must remove the offending content immediately, keep a record of it and report to the relevant authorities.

Internet information in the PRC is also regulated and restricted from a national security standpoint. In 2009, the Standing Committee of the National People's Congress has enacted the Decision of the Standing Committee of the National People's Congress on Preserving Computer Network Security, which may subject violators to criminal punishment for any effort to: (1) gain improper entry into a computer or system of strategic importance; (2) disseminate politically disruptive information; (3) leak state secrets; (4) spread false commercial information; or (5) infringe intellectual property rights.

In addition, the Standing Committee of the National People's Congress promulgated the Cyber Security Law of the People's Republic of China, or the Cyber Security Law, which took effect on June 1, 2017, to protect cyberspace security and order. Pursuant to the Cyber Security Law, any individual or organization using the network must comply with the constitution and the applicable laws, follow the public orders and respect social moralities, and must not endanger cyber security, or engage in activities by making use of the network that endanger the national security, honor and interests, or infringe on the fame, privacy, intellectual property and other legitimate rights and interests of others. The Cyber Security Law sets forth various security protection obligations for network operators, which are defined as "owners and administrators of networks and network service providers", including, among others, complying with a series of requirements of tiered cyber protection systems; verifying users' real identities; localizing the personal information and important data gathered and produced by key information infrastructure operators during operations within the PRC; and providing assistance and support to government authorities where necessary for protecting national security and investigating crimes.

Furthermore, on May 2, 2017, the Cyberspace Administration issued the Measures for Security Review of Cyber Products and Services (for Trial Implementation), or the Cybersecurity Review Measures, which came into effect on June 1, 2017. Under the Cybersecurity Review Measures, the following cyber products and services are subject to cybersecurity review: (1) important cyber products and services purchased by networks, and information systems related to national security; and (2) purchases of cyber products and services by operators of critical information infrastructure in key industries and sectors, such as public communications and information services, energy, transportation, water resources, finance, public service, electronic administration, and other critical information infrastructure, that may affect national security. The Cyberspace Administration is responsible for organizing and implementing cybersecurity reviews, while the competent departments in key industries such as finance, telecommunications, energy, and transport are responsible for organizing and implementing security review of cyber products and services in their respective industries and sectors. There are still substantial uncertainties with respect to the interpretation and implementation of the Cybersecurity Review Measures.

Regulation of Domain Names and Website Names

PRC laws requires owners of Internet domain names to register their domain names with qualified domain name registration agencies approved by MIIT and obtain a registration certificate from such registration agencies. A registered domain name owner has an exclusive usage right over its domain name. Unregistered domain names may not receive proper legal protections and may be misappropriated by unauthorized third parties. As of December 31, 2017, we have registered 318 domain names relating to our websites, including www.atai.net.cn, the primary URL for our website, with the Internet Corporation for Assigned Names and Numbers and the China Internet Network Information Center, a domain name registration service provider in China.

PRC law requires entities operating commercial websites to register their website names with SAIC or its local offices and obtain a commercial website name registration certificate. If any entity operates a commercial website without obtaining such certificate, it may be charged a fine or suffer other penalties imposed by the SAIC or its local offices. Our websites used in connection with our testing and education services are considered non-commercial websites as we do not provide products and services through those websites, and therefore the names of those websites are not required to be registered with SAIC. ATA Online has registered the website name used in connection with the online education services with Beijing municipal SAIC.

Regulation of Privacy Protection

PRC law does not prohibit Internet content providers from collecting and analyzing personal information from their users. PRC law prohibits Internet content providers from disclosing to third parties any information transmitted by users through their networks unless otherwise permitted by law. If an Internet content provider violates these regulations, MIIT or its local offices may impose penalties and the Internet content provider may be liable for damages caused to its users.

On July 16, 2013, the MIIT issued the Order for the Protection of Telecommunication and Internet User Personal Information. Most requirements under the order that are relevant to internet content provision operators are consistent with pre-existing requirements, but the new requirements are often more stringent and have a wider scope. If an internet content provision operator wishes to collect or use personal information, it may do so only if such collection is necessary for the services it provides. Further, it must disclose to its users the purpose, method and scope of any such collection or use, and must obtain consent from its users whose information is being collected or used. Internet content provision operators are also required to establish and publish their rules relating to personal information collection or use, keep any collected information strictly confidential, and take technological and other measures to maintain the security of such information. Internet content provision operators are required to cease any collection or use of the user personal information and de-register the relevant user account when a given user stops using the relevant internet service. Internet content provision operators are further prohibited from divulging, distorting or destroying any such personal information, or unlawfully selling or providing such information to other parties. In addition, if an internet content provision operator appoints an agent to undertake any marketing and technical services that involve the collection or use of personal information, the internet content provision operator is still required to supervise and manage the protection of such information. As for penalties, violators may face warnings, fines, and disclosure to the public and, in most severe cases, criminal liability under the order.

Pursuant to the Ninth Amendment to the Criminal Law issued by the Standing Committee of the National People's Congress in August 2015, which became effective in November 2015, any internet service provider that fails to fulfill the obligations related to internet information security administration as required by applicable laws and refuses to rectify upon orders, shall be subject to criminal penalty for the result of (i) any dissemination of illegal information in large scale; (ii) any severe effect due to the leakage of the client's information; (iii) any serious loss of criminal evidence; or (iv) other severe situation, and any individual or entity that (i) sells or provides personal information to others in a way violating the applicable law, or (ii) steals or illegally obtains any personal information, shall be subject to criminal penalty in severe situation.

On November 7, 2016, the Standing Committee of the National People's Congress issued the Cyber Security Law of the People's Republic of China, or the Cyber Security Law, which took effect on June 1, 2017. The Cyber Security Law requires providers of services over Internet networks to keep user information that they have collected in strict confidence and to establish improved systems for the protection of user information. Such service providers must provide notice of the purpose, methods and scope of their collection and use of user information, and obtain the consent of each person whose personal information will be collected. Providers of services over Internet networks may not collect any personal information that is not related to the services they provide, or disclose or tamper with personal information that they have collected, unless such information is encoded to prevent identification of individuals whose information is so disclosed or tampered with. Service providers who do not comply with the Cyber Security Law may be subject to fines, suspension of their businesses, shutdown of their websites, and revocation of their business licenses.

On May 8, 2017, the Supreme People's Court and the Supreme People's Procuratorate jointly issued the Interpretations on Several Issues concerning the Application of Law in the Handling of Criminal Cases Involving Infringement of Citizens' Personal Information which further clarified the meaning of certain terms of Article 253A of the Criminal Law, including but not limited to the terms of "personal information of a citizen", "one providing citizen's personal information" and "serious case".

Regulation of Foreign Exchange

The PRC government imposes restrictions on the convertibility of the Renminbi and on the collection and use of foreign currency by PRC entities. Under current regulations, the Renminbi is convertible for current account transactions, which include dividend distributions, interest payments, and the import and export of goods and services. Conversion of Renminbi into foreign currency and foreign currency into Renminbi for capital account transactions, such as direct investment, portfolio investment and loans, however, is still generally subject to the prior approval of SAFE.

Under current PRC regulations, foreign-invested enterprises such as our PRC subsidiaries are required to apply to SAFE or its designated banks for Foreign Exchange Registration. With such a registration, a foreign-invested enterprise may open foreign exchange bank accounts at banks authorized to conduct foreign exchange business by SAFE and may buy, sell and remit foreign exchange through such banks, subject to documentation and approval requirements. Foreign-invested enterprises are required to open and maintain separate foreign exchange accounts for capital account transactions and current account transactions. In addition, there are restrictions on the amount of foreign currency that foreign-invested enterprises may retain in such accounts.

According to Article 22 of the Regulations on the Foreign Exchange System of the People's Republic of China, if the Company's PRC subsidiaries liquidate, the Renminbi distributable to its foreign shareholders after the liquidation and payment of relevant taxes can be freely converted into foreign currency and remitted abroad. Therefore, there are no legal impediments to remitting the proceeds from a liquidation of our PRC subsidiaries outside of China to investors who are not PRC nationals.

Further, SAFE promulgated a new circular (known as Circular 142) in August 2008 with respect to the administration of conversion of foreign exchange capital contributions of a foreign invested enterprise. The circular clarifies that Renminbi converted from foreign exchange capital contributions can only be used for the activities within the approved business scope of such foreign invested enterprise and cannot be used for domestic equity investments unless otherwise permitted.

In addition, SAFE also strengthened its oversight over the flow and use of Renminbi converted from the foreign currency denominated capital of a foreign-invested company. The use of such Renminbi may not be changed without approval from SAFE, and such Renminbi may not be used to repay Renminbi loans if the proceeds of such loans have not yet been used. Violations of Circular 142 may result in severe penalties, including substantial fines as set forth in the related foreign exchange administration rules. In addition, SAFE promulgated a circular on November 9, 2010, or Circular 59, which tightens the regulation over settlement of the fund which is raised from overseas offerings such as our initial public offering and follow-on public offering and is transferred back to the PRC and requires that the settlement of such fund must be consistent with the description in the prospectuses for the initial public offering and follow-on public offering. Furthermore, it has recently come to our attention that SAFE issued an internal guideline to its local counterparts, referred to as Circular 45, in November 2011. Circular 45 has never been formally announced by SAFE to the public or posted on SAFE's website. Based on the version made publicly available by certain local governmental authorities on their websites, we understand that Circular 45 requires SAFE's local counterparts to strengthen the control imposed by Circulars 142 and 59 over the conversion of a foreign-invested company's capital contributed in foreign currency into RMB. Circular 45 stipulates that a foreign-invested company's RMB funds, if converted from such company's capital contributed in foreign currency, may not be used by such company to (i) extend loans (in the form of entrusted loans), (ii) repay borrowings between enterprises, or (iii) repay bank loans it has obtained and on-lent to third parties.

On May 10, 2013, SAFE released Circular 21, which came into effect on May 13, 2013. According to Circular 21, SAFE has simplified the foreign exchange administration procedures with respect to the registration, account openings and conversions, receipt and payment, settlements and sale of foreign exchange in relation to foreign direct investment.

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SAFE promulgated the Circular of the State Administration of Foreign Exchange on Reforming the Management Approach regarding the Settlement of Foreign Exchange Capital of Foreign-invested Enterprises, or SAFE Circular 19, on March 30, 2015, which abolished Circular 142. According to SAFE Circular 19, up to all of the foreign exchange capital in the capital account of foreign-invested enterprises can be settled at the banks based on the actual operation needs of the foreign-invested enterprises. The capital in Renminbi obtained by foreign-invested enterprises from the discretionary settlement of foreign exchange capital shall be managed under the account pending foreign exchange settlement payment. The expenditure scope of such account includes: the expenditure within the scope of business, the payment of the capital of domestic equity investment and deposits in Renminbi, the repayment of the used loans in Renminbi, the purchase payment of foreign exchange or direct external repayment of foreign debts or other expenditure approved by the foreign exchange bureaus, but the capital of foreign-invested enterprises and capital in Renminbi obtained by them from foreign exchange settlement shall not be used for the following purposes: (1) directly or indirectly used for the payment beyond the business scope of the enterprises or the payment prohibited by national laws and regulations; (2) directly or indirectly used for investment in securities unless otherwise provided by laws and regulations; (3) directly or indirectly used for granting the entrust loans in Renminbi (unless permitted by the scope of business), repaying the inter-enterprise borrowings (including advances by the third party) or repaying the bank loans in Renminbi that have been sub-lent to the third party; and (4) paying the expenses related to the purchase of real estate not for self-use, except for the foreign-invested real estate enterprises.

On February 13, 2015, SAFE promulgated the Notice on Further Simplifying and Improving the Policies of Foreign Exchange Administration Applicable to Direct Investment, or SAFE Circular 13, which became effective on June 1, 2015. Pursuant to SAFE Circular 13, annual foreign exchange inspection of direct investment is not required anymore and the registration of existing equity is required. SAFE Circular 13 also grants the authority to banks to directly examine and process foreign exchange registration with respect to both domestic and overseas direct investment.

Regulation of Foreign Exchange in Certain Onshore and Offshore Transactions

SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, on July 4, 2014. SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, referred to in SAFE Circular 37 as a "special purpose vehicle". SAFE Circular 37 further requires amendment to the registration in the event of any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. In the event that a PRC shareholder holding interests in a special purpose vehicle fails to fulfill the required SAFE registration, the PRC subsidiaries of that special purpose vehicle may be prohibited from making profit distributions to the offshore parent and from carrying out subsequent cross-border foreign exchange activities, and the special purpose vehicle may be restricted in its ability to contribute additional capital into its PRC subsidiary. Moreover, failure to comply with the various SAFE registration requirements described above could result in liability under PRC law for evasion of foreign exchange controls.

Our significant shareholder, Kevin Xiaofeng Ma, has completed his registration with SAFE, and we have urged our other Chinese resident shareholders to register under SAFE Circular 37 and they are preparing for such application. However, we cannot assure you that the application will be accepted by SAFE.

Failure by such shareholders to comply with SAFE Circular 37 could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our subsidiaries' ability to make distributions or pay dividends or affect our ownership structure, which could adversely affect our business and prospects. As for Circular 11, since it took effect in March 2018, its impact to us remains to be observed. Failure to register or comply with relevant requirements may also limit our ability to contribute additional capital to our PRC subsidiaries and limit our PRC subsidiaries' ability to distribute dividends to our company. These risks may have a material adverse effect on our business, financial condition and results of operations.

Regulation of Overseas Listings

On August 8, 2006, six PRC regulatory agencies, including the Chinese Securities Regulatory Commission, or CSRC, promulgated the Provisions Regarding Mergers and Acquisitions of Domestic Enterprise by Foreign Investors, or the M&A Rule, which became effective on September 8, 2006 without retroactive effect and was amended by the PRC Ministry of Commerce on June 22, 2009. The M&A Rule, among other things, requires that an offshore company controlled by PRC companies or individuals that has acquired a PRC domestic company for the purpose of listing the PRC domestic company's equity interest on an overseas stock exchange must obtain the approval of the CSRC prior to the listing and trading of such offshore company's securities on an overseas stock exchange. On September 21, 2006, the CSRC, pursuant to the M&A Rule, published on its official website procedures specifying documents and materials required to be submitted to it by offshore companies seeking CSRC approval of their overseas listings.

We believe CSRC approval was not required for our initial public offering in February 2008 because the CSRC approval required under the M&A Rule only applies to an offshore company that has acquired a domestic PRC company for the purpose of listing the domestic PRC company's equity interest on an overseas stock exchange, while (i) we obtained our equity interest in each of our PRC subsidiaries by means of direct investment other than by acquisition of the equity or assets of a PRC domestic company in 2008, (ii) our former contractual arrangements with ATA Online do not constitute the acquisition of ATA Online, (iii) the M&A Rule does not apply to the acquisition by ATA Learning, a wholly foreign owned foreign enterprise, and (iv) although Article 11 of M&A Rule prohibits the circumvention of the M&A Rule through establishing FIEs, ATA Learning was established in 2003 before the M&A Rule was promulgated, which makes this acquisition not a circumvention of the M&A Rule. See Item 3.D. "Key Information — Risk Factors — Risks Relating to Regulations of Our Business — If CSRC or another PRC regulatory agency determines that CSRC approval was required in connection with our initial public offering, we may become subject to penalties."

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SAFE Regulations on Employee Share Options

On February 15, 2012, SAFE issued the Notice on Issues concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly-Listed Company, or the Stock Option Rules. According to the Stock Option Rules, PRC residents who participate in an employee share incentive plan of an overseas publicly-listed company are required to register with SAFE and complete certain other procedures. These participants should retain a PRC agent, which can be a branch or representative office of the overseas listed company in China, a Chinese institution which has controlling relationship or actual control relationship with the offshore listed company, or a Chinese institution qualified for asset custody business, to handle various foreign exchange matters associated with their employee share incentive plan. The PRC agent should file on behalf of the PRC resident an application with SAFE to register such employee share incentive plan, apply annually for a quota for the payment of foreign currencies in connection with the exercise of the employee share options by the PRC resident and open a special foreign exchange account at a PRC domestic bank to hold the funds required in connection with the share incentive plan. In addition, the PRC agent is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the employee share incentive plan, PRC agent or overseas entrusted institution.

In addition, the State Administration of Taxation has issued a few circulars concerning employee share options. Under these circulars, our employees working in China who exercise share options will be subject to PRC individual income tax. Our PRC subsidiaries have obligations to file documents relating to employee share options with relevant tax authorities and withhold individual income taxes of those employees who exercise their share options. If our employees fail to pay and we fail to withhold their income taxes, we may face sanctions imposed by tax authorities or other PRC government authorities.

Employment Laws

In accordance with the Labor Law, which became effective in January 1995, and the Labor Contract Law, which was promulgated on June 29, 2007, amended on December 28, 2012 and became effective on July 1, 2013, employers must execute written labor contracts with full-time employees in order to establish an employment relationship. According to the Labor Contract Law, an employer is under an obligation to sign an unlimited-term labor contract with any employee who has worked for the employer for ten consecutive years. Further, if an employee requests or agrees to renew a fixed-term labor contract that has already been entered into twice consecutively, the resulting contract must have an unlimited term, with certain exceptions. The employer must also pay severance to an employee in nearly all instances where a labor contract, including a contract with an unlimited term, is terminated or expires. All employers must compensate their employees equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with appropriate workplace safety training. In addition, the government has continued to introduce various new labor-related regulations after the Labor Contract Law. Among other things, new annual leave requirements mandate that annual leave ranging from 5 to 15 days is available to nearly all employees and further require that the employer compensate an employee for any annual leave days the employee is unable to take in the amount of three times his daily salary, subject to certain exceptions. In addition, companies operating in China are required to participate in social insurance and housing fund plans in which the employers must pay for the employees' social welfare and housing fund based upon certain percentages of employees' salaries.

C. Organizational Structure

For information on our organizational structure and a detailed description of the Company's significant subsidiaries, see Item 4.A. "History and Development of the Company."

D. Property, Plant and Equipment

Our principal executive offices are located in approximately 3,023 square meters office space used by us at 1/F East Gate, Building No.2, Jian Wai Soho, No.39 Dong San Huan Zhong Road, Chao Yang District, Beijing 100022, China. We also own 2,124 square meters office space at Tower E, 6 Gongyuan West Street, Jian Guo Men Nei, Beijing 100005, China, which we have leased to two tenants. ATA will continue to own such properties subsequent to the sale of ATA Online. We also occupy approximately 3,220 square meters of leased office space in our subsidiaries and branches located in Shanghai, Wuhan, Nanjing, Guangzhou, Jinan and Xi'an. We believe our existing facilities are adequate for our current requirements and that additional space can be obtained on commercially reasonable terms to meet our future requirements.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

A. Operating Results

Overview

Our Business

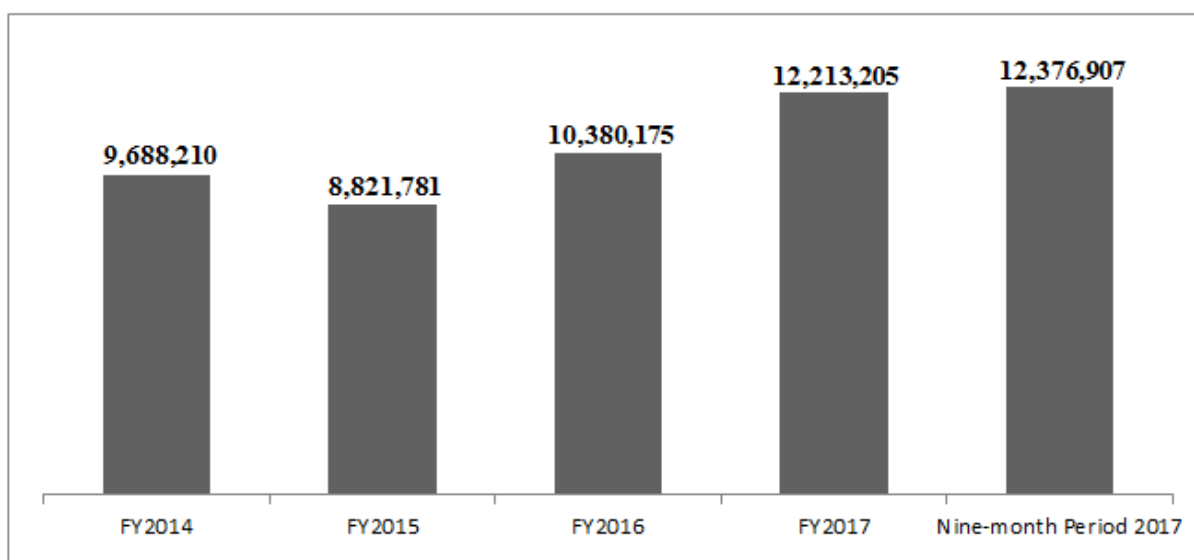
We believe that we are the leading provider of computer-based testing services in China, based on test delivery capacity and

geographic coverage. We offer comprehensive services for the creation and delivery of computer-based tests utilizing our nation-wide test center network, proprietary testing technologies and extensive experience in providing testing services in China. Our total net revenues increased from RMB 417.1 million in the fiscal year ended March 31, 2016 to RMB 472.4 million in the fiscal year ended March 31, 2017, and from RMB 435.4 million in the nine months ended December 31, 2016 to RMB 490.1 million (\$75.3 million) in the nine months ended December 31, 2017. We had net income of RMB 26.1 million in the fiscal year ended March 31, 2016 and net loss of RMB 10.0 million in the fiscal year ended March 31, 2017. We had net income of RMB 43.9 million in the nine months ended December 31, 2016 and net income of RMB 27.8 million (\$4.3 million) in the nine months ended December 31, 2017.

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We started our business in 1999 focusing on providing computer-based testing services to test sponsors. Our testing services revenues have grown primarily as a result of increases in the number of testing services clients and the number of test takers who take tests created or delivered using our testing technologies. Revenues from testing services accounted for 92.2% and 91.0% of our total net revenues in the fiscal years ended March 31, 2016 and 2017, respectively, and 92.4% and 92.5% in the nine months ended December 31, 2016 and 2017, respectively. We expect our testing services revenues to continue to be the largest source of our total net revenues. In March 2009, we launched HR Select, an employee assessment solution that utilizes our proprietary software and large test titles to assist companies in streamlining and optimizing their employee selection and assessment processes. HR Select offers tools for filtering and categorizing employee candidates, testing candidates and analyzing the test results. We are also a distributor and administrator of certain TOEIC exams to our institutional clients in China. Revenues from HR Select and distribution and administration of TOEIC exams are included in testing services revenues. The following graph shows the growth in the number of tests delivered using our testing technologies for the twelve months ended March 31, 2014, 2015, 2016, 2017 and the nine months ended December 31, 2017.

Number of Exams Delivered ⁽¹⁾



⁽¹⁾ Includes free tests delivered for business development purposes. The number of tests delivered excluding the free tests in the fiscal years ended March 31, 2014, 2015, 2016, 2017 and the nine months ended December 31, 2017 was 9,411,226, 8,767,389, 10,258,866, 12,127,203 and 12,345,481 respectively.

We also offer targeted online education services for certain professional licensure and certification tests in the securities and banking industries. ATA operates online education websites and training platforms to help candidates across China fulfill their continuing educational requirements after passing their professional licensure and certification tests for the China Futures Association and CBI. Revenues from our online education services accounted for 1.2% and 1.6% of our total revenue in the fiscal years ended March 31, 2016 and 2017, respectively, and 1.6% and 1.3% in the nine months ended December 31, 2016 and 2017, respectively.

As of December 31, 2017, we operated our business and generated our net revenues primarily through our subsidiaries in China, ATA Testing, ATA Learning and ATA Online. Before ATA Online became our wholly-owned subsidiary in May 2015, due to PRC laws and regulations restricting foreign ownership in distributors of Internet content, ATA BVI, ATA Learning, ATA Online and ATA Online's shareholders entered into a series of contractual arrangements, through which we effectively controlled and enjoyed the economic benefits of ATA Online. As a result of those contractual arrangements pursuant to the variable interest entity agreements, or VIE agreements, under U.S. GAAP, we were considered the primary beneficiary of ATA Online and we consolidated ATA Online's results in our consolidated financial statements accordingly, until ATA Online became our wholly-owned subsidiary in May 2015. Since May 2015, we restructured our testing services business and online education services into ATA Online for purposes of listing it separately on the New Third Board and henceforth, we terminated the abovementioned contractual arrangements. See Item 4.A. "Information on the Company— History and Development of the Company".

On February 6, 2018, ATA entered into the Share Purchase Agreement with the Buyer Group with respect to the sale of ATA Online. If this transaction is completed, we will no longer conduct our testing development and delivery business currently operated by ATA Online. Subsequent to the closing of this transaction, the remaining portions of our businesses primarily include the following:

(i) development of K-12 education assessment tools and contents, (ii) our collaboration with Nanjing University and the Education and Research Institute of Tsinghua University on several research projects, and (iii) our strategic investments in EEO, ApplySquare, GlobalWisdom, Brilent, Satech and Master Mind. Subsequent to the closing of this transaction, we intend to leverage our existing competency-focused assessment and education service capabilities and the strategic opportunities that we have been working on to transform our company into a leading international education service provider. We plan to focus on three areas: (i) international education services for providing services to talents internationally; (ii) vocational training services for candidates using international resources and approaches; and (iii) evaluation services for assessing and evaluating candidates through content and methodologies. We also plan to use the proceeds from this transaction to fund one or more of the following matters: (i) seeking and acquiring potential merger and acquisition targets in the education industry; (ii) developing and expanding our retained businesses in assessment content and instrument development in K-12 and higher education industries; (iii) strengthening our collaboration with Nanjing University and Tsinghua University in conducting ongoing and additional research projects; and/or (iv) distributing dividends to our shareholders.

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On April 4, 2018, the First Closing was completed, and the Second Closing and/or the Third Closing still remain uncertain as of the date of this transition report. If this transaction is not consummated, we will continue to conduct our testing development and delivery business currently operated by ATA Online, and may consider and evaluate other strategic opportunities. However, there can be no assurances that our continued operation of ATA Online-related businesses or any alternative strategic opportunities will result in the same or greater results of operation or values to our shareholders as with the sale of ATA Online.

Factors Affecting Our Results of Operations

The key factors affecting our results of operations are:

- growth in China’s professional services sector resulting in an increasing demand for qualified and certified talents in China and in the finance industry in particular;
- overall economic growth and rising income levels in China contributing to the increasing spending on education, testing and test preparation;
- government and industry initiatives to standardize and license professionals in industries such as securities, futures, banking, law and accounting;
- growth in the use of computer-based tests and performance-based tests and willingness of test sponsors to outsource test content development and delivery for sophisticated computer-based tests as well as online education programs;
- the increasing importance of identifying qualified talents contributing to an increasing demand for testing and certification programs that can confirm the qualifications of applicants or job seekers; and
- our ability to continue to introduce new services and testing platforms and the market success of such services and platforms, such as our EzTest and EzInterview, distribution and administration of certain test titles.

Although we anticipate the above factors will continue to increase demands for our products and services in China, a slowing or reversal of any of the above factors could cause our revenue growth to slow or stop, or to not grow as fast as we might expect.

In addition, our results of operations have been, and may continue to be, significantly affected by the following factors:

- the impacts of our sale of ATA Online;
- share-based compensation;
- the impacts of PRC tax policies, including certain preferential tax rates;
- the relative proportion of our net revenues derived from higher- and lower-gross margin service offerings; and
- the impacts of strategic investments.

Net Revenues

We derive revenues primarily from the sale of computer-based testing services, online education services, and other products and services. Our net revenues are presented net of PRC business taxes and value added tax. The following table sets forth a breakdown of our total net revenues for the periods.

	For the fiscal year ended March 31,				For the nine months ended December 31,				
	2016		2017		2016		2017		
	RMB	% of net Revenues	RMB	% of net Revenues	RMB	% of net Revenues	RMB	US\$	% of net Revenues
Net Revenues	(Unaudited)								
Testing Services	384,800	92.2%	430,057	91.0%	402,549	92.5%	453,225	69,660	92.5%

Online education services	4,897	1.2%	7,462	1.6%	7,070	1.6%	6,553	1,007	1.3%
Other	27,443	6.6%	34,867	7.4%	25,817	5.9%	30,281	4,654	6.2%
Total net revenues	417,140	100.0%	472,386	100.0%	435,436	100.0%	490,059	75,321	100.0%

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We derive testing services revenues primarily from fees charged to test sponsors, including governmental agencies and other sponsors of licensure and certification tests, for our test delivery services. We also offer testing services to enterprises as part of our HR Select employee assessment solution and administer TOEIC and ACT exams in China.

We offer our clients a comprehensive set of services including the compilation, delivery and analysis of computer-based tests using our E-testing platform, as well as logistical services such as test registration and fee collection. We generate revenues from our test delivery services through fees charged to test sponsors based on the total number of test takers taking a requested test or tests taken by test takers. Our clients typically pay us within two to six months after delivery of the tests. We recognize revenue for test delivery services upon the completion of the relevant tests.

We have experienced seasonality and expect in the future to continue experiencing seasonality in net revenues and accounts receivable related to our test delivery services, with the quarters ending June 30 and December 31 typically having higher net revenues and the quarters ending September 30 and March 31 typically having lower net revenues from testing services. This is primarily because the tests from which we derive substantial revenues are mostly delivered in the quarters ending June 30 and December 31.

Significant Factors Affecting Testing Services

The most significant factor directly affecting our revenues from fees charged for our testing services is the number of tests taken by test takers. The number of tests taken is driven by our ability to secure contracts with test sponsors for the creation and delivery of computer-based test titles popular with test takers. The volume of tests we offer is determined by the willingness of test sponsors to use our services. Our revenues from fees charged for our testing services are also affected by the price we can charge per test, which generally remains fairly stable once we are contracted by a test sponsor to help deliver a particular test.

Demand and pricing for a test is affected by whether a certification, licensure or qualification test associated with certain profession, career or job position is considered desirable by potential test takers. Some industries may experience fluctuations in the number of people attempting to become qualified to participate in the industry, which will depend on the overall health of the relevant industry, changes in average salary levels in the relevant industry, the popularity of certain types of careers and employers, governmental policies that impact the relevant industry, or other factors.

In addition, obtaining contracts from test sponsors for new test titles and upgrading the existing test titles often requires considerable time and resources. Many of our clients administer tests taken by a large number of people on a regular basis, and maintaining consistency and stability from year to year of the test delivery format is important to them. The decision process involved in adopting a new type of test or a new test delivery format can be difficult and complex. These factors often result in significant delays in our ability to secure contracts, and make it difficult to predict our revenues from fees paid by test sponsors in any given year. On the other hand, for test sponsors that administer many tests on a regular basis, our ability to secure an initial contract and to effectively meet their test delivery requirements under the contract can help us obtain future test title contracts from these test sponsors. This enables us to increase and diversify our revenues and to hinder competitors from entering into contracts with these test sponsors.

Online Education Services

We derive online education services revenues from the provision of online education services.

ATA provides online education services for the AMAC, China Futures Association and CBI by operating online education websites and training platforms for fund practitioners, futures and banking professionals who are required to fulfill continuing educational requirements after passing their professional licensure and certification tests. We operate an online platform for students who are required to conduct continuing education. The platform entitles students to access online education services during a specified service period (the "subscription period"). Service fees are initially recorded as deferred revenue and are recognized as revenue on a straight-line basis over the subscription period.

Significant Factors Affecting Online Education Services

A number of factors affect our revenues from online education services as our online education services aim to help test takers who passed professional licensure and certification tests fulfill their post-qualification continuing educational requirements, demand for our online education services primarily depends on whether such continuing educational requirements will still be in place going forward. In addition, as we historically offered online education services for tests that are delivered through our test delivery platforms, our ability to grow our online education services is also affected by the willingness of our test sponsor clients to permit us to provide online education services for their tests. Some test sponsor clients may not permit us to provide online education services in relation to tests for which we provide test delivery and other services due to a perceived conflict of interest. Furthermore, demand for online education services for a particular test also depends on the relative level of importance or difficulty of the test. For more important and difficult tests, the demand for online education services will be relatively greater. Therefore, our ability to secure test delivery services contracts for more important and more difficult tests may affect our online education services. Moreover, because we generally do not develop the learning content used in our online education services, our ability to license online education learning content and materials from relevant test sponsors or third party content providers is also critical for continuing our offer of online education services.

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Other Revenues

We derive other revenues from test content creation services, delivery of certificates to passing candidates, licensing fees paid to us by operators of our ATA authorized test centers, and other fees and services.

Test content creation services. Our test content creation services include the installation of our technology on client testing platforms, the conversion of paper-based test items into computer-based tests items, and other related services. We charge service fees for these test content creation services.

Certificate delivery. Many of our testing services clients charge passing candidates a separate fee to issue a certificate for the test passed. We deliver upon request, and charge a per-certificate fee for delivery of certificates to these candidates.

Licensing fees from ATA authorized test centers. We license our ATA name and E-testing platform technology and provide training and support during the contract period in exchange for license fees.

Test administration products. We offer our test administration products to our clients.

Other fees and services. From time to time and as requested by our clients, we may provide IT consulting, system integration services or other testing-related services to our clients. We also generate rental income by leasing our own properties.

Cost of Revenues

Our cost of revenues consists primarily of test monitoring costs, payroll compensation, royalty fees and other related costs, all of which are directly attributable to the provision of our testing services, online education services and our other services. The following table shows our cost of revenues and gross profit for the periods indicated:

	For the fiscal year ended March 31,				For the nine months ended December 31,					
	2016		2017		2016		2017			
	RMB	100%	RMB	100%	RMB	100%	RMB	US\$	100%	
(Unaudited)										
(in thousands, except or percentage)										
Net Revenues	417,140	100.0%	472,386	100.0%	435,436	100.0%	490,059	75,321	100.0%	
Cost of Revenues	208,017	49.9%	239,853	50.8%	218,885	50.3%	259,050	39,816	52.9%	
Gross Profit	209,123	50.1%	232,533	49.2%	216,551	49.7%	231,009	35,505	47.1%	

Test Monitoring Costs

Test monitoring costs consist of fees paid to test centers, including a fixed fee per test taker, which varies for different tests, to hire test proctors, to rent testing facilities and for the peripheral items used for the provision of our testing services, and signage used to identify and brand our ATA authorized test centers.

Payroll Compensation

Payroll compensation consists of base salaries, remunerations and related welfare benefits paid to staff in our services implementation and customer support departments.

Royalty Fees

Royalty fees primarily consist of fees paid to ETS for the TOEIC exams distribution right in Mainland China, license fees paid to Saville Assessment for its psychometric assessment tests used in our HR Select service, license fees paid to CBI for our exclusive rights in providing online education services for CBI and license fees paid to ACT for the exclusive right to provide a variety of ACT test preparation measures to students in China.

Factors Affecting Gross Margin

Our gross margin is primarily affected by our revenue per test and test-related costs, including test monitoring costs, payroll compensation and royalty fees. Gross margin for different test titles varies and is typically lower for initial deliveries.

Operating Expenses

Our operating expenses consist of general and administrative expenses, sales and marketing expenses, research and development expenses and provision for doubtful accounts.

General and Administrative Expenses

Our general and administrative expenses consist primarily of salaries and benefits, travel, administration and share-based compensation expenses for our administrative, management and finance personnel, as well as other expenses including professional fees,

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Sales and Marketing Expenses

Our sales and marketing expenses consist primarily of salaries and benefits, traveling expenses, and share-based compensation expenses for our sales and marketing personnel, as well as other expenses including sales agency fees, conference hosting expenses, advertising and promotional expenses, entertainment expenses and other sales and marketing expenses.

Research and Development Expenses

Our research and development expenses consist primarily of costs of equipment used in our research and development activities, salaries and benefits for our research and development personnel, costs of outsourcing services and other costs relating to the design, development, testing and enhancement of our products, technologies and services.

Provision for Doubtful Accounts

The provision for doubtful accounts represents our best estimate of the amount of probable credit losses resulting from our customers or non-customer business partners' inability to make required payments. We consider the age of doubtful receivable, historical collection experience, and business partners' individual conditions.

Share of losses of equity method investments

We apply the equity method to account for our equity interests in investees over which we have significant influence but do not own majority equity interests or otherwise control. Under the equity method of accounting, our share of the investees' results of operations is reported as share of income (losses) of equity method investments in the consolidated statements of comprehensive income (loss).

Impairment Loss of long-term investments

The impairment loss of long-term investments is recognized when there is a decline in value below the carrying value or cost of the long-term investment that is considered to be other than temporary. To determine whether an impairment is other than temporary, management of the Company considers whether the Company has the ability and intent to hold the investment until recovery and whether evidence indicating the carrying value or cost of the investment is recoverable outweighs evidence to the contrary. Evidence considered in this assessment includes the reasons for the impairment, the severity and duration of the decline in value, any change in value subsequent to the period end, and forecasted performance of the investee.

Taxation

Cayman Islands and British Virgin Islands

Under the current laws of Cayman Islands and British Virgin Islands, the Company and ATA BVI are not subject to income tax. In addition, upon any payments of dividends by the Company or ATA BVI, no Cayman Islands or British Virgin Islands withholding tax is imposed.

Hong Kong

Xing Wei did not derive any income that is subject to Hong Kong profits tax for the fiscal years ended March 31, 2016, 2017 and the nine months ended December 31, 2017. Accordingly, no provision for Hong Kong profits tax was required. The payment of dividends by Hong Kong companies is not subject to any Hong Kong withholding tax.

People's Republic of China

Our subsidiaries operating in the PRC are subject to PRC taxes as described below:

Enterprise income tax. Effective from January 1, 2008, the EIT Law imposes a tax rate of 25% on all enterprises, including foreign-invested enterprises, and terminates many of the tax exemptions, reductions and preferential treatments available under previous tax laws and regulations. Under the EIT Law, qualified "high-and-new technology enterprises eligible for key supports from the State" ("HNTE") are entitled to a preferential tax rate of 15% and subject to an annual review during the valid period of their HNTE certificates. If an HNTE enterprise no longer satisfies the related accreditation criteria, its certificate will be cancelled and it will cease to be entitled to the related tax incentives. In December 2008, ATA Testing was recognized as an HNTE and obtained an HNTE certificate, which entitled ATA Testing to a preferential tax rate of 15% for calendar years from 2008 to 2010. ATA Testing successfully renewed its HNTE certificate for another three years starting from 2011, and therefore was entitled to a preferential tax rate of 15% retroactively from January 1, 2011 to December 31, 2013. In October 2014, ATA Testing successfully renewed its HNTE certificate for another three years from 2014 and therefore was entitled to a preferential tax rate of 15% for calendar years 2014 to 2016. In October, 2017, ATA Testing successfully renewed its HNTE certificate for another three years from 2017. If ATA Testing meets all the requirements of HNTE, it will be entitled to a preferential tax rate of 15% for calendar years 2017 to 2019. In December 2009, each of ATA Learning, ATA Online and Muhua Shangce received approval from the tax authority that it qualified as an HNTE for three years, entitling them to a preferential income tax rate of 15% for calendar years 2009 to 2011. From May 2012 to July 2012, ATA Learning, ATA Online and Muhua Shangce successfully renewed their HNTE certificates, respectively, for another three years from 2012 and therefore were entitled to a preferential tax rate of 15% for calendar years 2012 to 2014. In November 2015, ATA Learning, ATA Online and Muhua Shangce successfully

renewed their HNTE certificates, respectively, for another three years from 2015 and therefore were entitled to a preferential tax rate of 15% for calendar years 2015 to 2017. ATA Online and Muhua Shange are currently in the process of renewing their HNTE certificates for another three years. Upon successful renewal and meeting all the requirements of HNTE, these entities would be entitled to a preferential tax rate of 15% retroactively from January 1, 2018. In the event ATA Testing, ATA Online and Muhua Shange are unable to renew their HNTE certificates and not meeting all the requirements of HNTE, they will be subject to the standard statutory enterprise income tax rate of 25%. See Item 3.D. “Key Information—Risk Factors—Risks Relating to Regulations of Our Business—The discontinuation of any of the preferential tax treatments currently enjoyed by our subsidiaries in the PRC could materially increase our tax obligations.” Zhongxiao Zhixing Education Technology (Beijing) Limited (“Zhongxiao Zhixing”), a PRC subsidiary of Xing Wei, is subject to an income tax rate of 25%. Beijing Qihuang Huizhi Technology Co., Limited (“Qihuang Huizhi”) is also subject to an income tax rate of 25%.

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In addition, under the EIT Law, an enterprise established under the laws of a foreign country or region whose “de facto management body” is located within the PRC territory is considered a resident enterprise and will generally be subject to the enterprise income tax at the rate of 25% on its global income. According to the Implementation Rules to the EIT Law, “de facto management body” refers to a managing body that exercises, in substance, overall management and control over the production and business, personnel, accounting and assets of an enterprise. We have determined that our overseas entities are not PRC resident enterprises for PRC income tax purposes. However, if we and our overseas entities were considered PRC resident enterprises, we would be subject to the enterprise income tax at the rate of 25% on our global income. See Item 3.D. “Key Information—Risk Factors—Risks Relating to Regulations of Our Business—Under the EIT Law, we may be classified as a ‘resident enterprise’ of China. Such classification will likely result in unfavorable tax consequences to us and U.S. holders of our ADSs or common shares,” and Item 10.E. “Additional Information — Taxation — People’s Republic of China Taxation.”

In addition, since January 1, 2008, the EIT Law has revoked the exemption of withholding tax on dividends paid by a PRC enterprise to its foreign investors under the old tax law and its Implementation Rules provide that a withholding tax of 10% (or other applicable withholding tax rates based on tax treaties between the PRC and other jurisdictions) will generally be applicable to dividends payable to foreign investors. To the extent we and our overseas entities are not considered as PRC resident enterprises, the dividends that our PRC subsidiaries pay to us will be subject to this withholding tax. See Item 3.D. “Key Information—Risk Factors—Risks Relating to Regulations of Our Business—Under the EIT Law, we may be classified as a ‘resident enterprise’ of China. Such classification will likely result in unfavorable tax consequences to us and U.S. holders of our ADSs or common shares.” The undistributed earnings generated before January 1, 2008 shall be exempt from withholding tax when such earnings are distributed to foreign investors in the year 2008 or thereafter. As of December 31, 2017, we have accrued withholding tax of RMB 22,797,747 on undistributed earnings of RMB 227,977,473 generated by our PRC consolidated entities since January 1, 2008 as we have changed our plan with respect to distribution of earnings from our PRC subsidiaries and do not believe the indefinite reinvestment exception for not recognizing deferred tax liability is met. We announced declaration of a cash dividend of \$0.205 per common share, or \$0.41 per ADS on June 1, 2017. On December 21, 2017, the China Ministry of Finance (“MOF”), State Administration of Taxation (“SAT”), National Development and Reform Commission and Ministry of Commerce jointly released Cai Shui [2017] No.88 (the “Notice”). The Notice formally introduces a tax measure which allows foreign investors to enjoy withholding tax (“WHT”) deferral treatment on the direct re-investment of profits distributed from Chinese tax resident enterprises into China’s “encouraged projects”. If the foreign investor qualifies for the WHT deferral treatment, the Chinese subsidiary of the related foreign investor should submit the required documents to its tax authorities on behalf of the foreign investor. Upon completion of the filing, the Chinese subsidiary could suspend withholding the profits distributed to the foreign investor. According to the Notice, the WHT deferral treatment is applicable retroactively to January 1, 2017, and WHT payments already made on eligible re-investments are eligible for refund within three years of the WHT payment.

Under applicable Chinese tax laws, foreign-invested enterprises and domestic Chinese companies may carry forward tax losses up to five years. In view of cumulated losses noted by certain of our PRC subsidiaries and affiliated entities, as of December 31, 2017, we provided full valuation allowance for their deferred income tax assets after consideration of the scheduled reversal of existing deferred income tax liabilities.

VAT pilot program and VAT exemption of offshore outsourcing services. ATA Testing, ATA Learning, ATA Online and Muhua Shange are subject to VAT at a rate of 6% for net revenues (i.e. VAT excluded) generated from services and license fees under the VAT pilot program under which Business Tax was replaced by VAT since May 1, 2016. Zhongxiao Zhixing is subject to VAT at a rate of 3% since it is classified as a small scale VAT payer.

Critical Accounting Policies

We prepare our consolidated financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions that affect the reported amount of our assets and liabilities, disclosure of contingent assets and liabilities on the date of each set of consolidated financial statements and the reported amount of revenues and expenses during each financial reporting period. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experience and various other assumptions that we believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from those estimates as a result of changes in our estimates or changes in the facts or circumstances underlying our estimates and assumptions.

An accounting policy is considered to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time such estimate is made, if different accounting estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the consolidated financial statements. Some of our accounting policies require higher degrees of judgment than others in their application. We consider the policies

discussed below to be critical to an understanding of our consolidated financial statements as their application places the most significant demands on our management’s judgment. When reviewing our consolidated financial statements, you should take into account:

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- our critical accounting policies discussed below;
- the related judgments made by us and other uncertainties affecting the application of these policies;
- the sensitivity of our reported results to changes in prevailing facts and circumstances and our related estimates and assumptions; and
- the risks and uncertainties described under Item 3.D. “Key Information — Risk Factors.”

See Note (2) to our audited consolidated financial statements for additional information regarding our significant accounting policies.

Bad Debt Allowance

We perform ongoing credit evaluations of our customers’ financial conditions and generally do not require collateral on accounts receivable.

The activity in the allowance for doubtful accounts for accounts receivable for the fiscal years ended March 31, 2016, 2017 and the nine months ended December 31, 2017 is as follows:

	For the fiscal year ended		For the nine months ended	
	March 31,		December 31,	
	2016	2017	2017	
	RMB	RMB	RMB	US\$
Beginning allowance for doubtful accounts	5,003,118	4,875,266	5,399,726	829,923
Additions charged to (reversal of) provision for doubtful accounts	(127,852)	524,460	1,363,506	209,567
Write-off of accounts receivable	—	—	(3,808,694)	(585,386)
Ending allowance for doubtful accounts	4,875,266	5,399,726	2,954,538	454,104

Income Taxes

We assess the likelihood that our net deferred income tax assets will be realized. To the extent that we believe that it is more likely than not that some portion or the entire amount of deferred income tax assets will not be realized, we establish a valuation allowance.

In assessing the realizability of deferred income tax assets, we consider whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible or tax loss carried forward are utilized. We consider the scheduled reversal of deferred income tax liability, projected future taxable income and tax planning strategies in making this assessment.

As of December 31, 2017, we believe it is more likely than not that we will realize the deferred income tax assets, net of the valuation allowance of RMB 53.6 million (\$8.2 million). The amount of the deferred income tax assets considered realizable as of December 31, 2017 could be reduced in the near term if estimates of future taxable income are reduced.

For each of the fiscal years ended March 31, 2016, 2017 and the nine months ended December 31, 2017, we had no unrecognized tax benefits relating to uncertain tax positions. Also, we do not expect that the amount of unrecognized tax benefits will significantly increase within the next twelve months.

According to the PRC Tax Administration and Collection Law, the statute of limitations is three years if the underpayment of taxes is due to computational errors made by taxpayers or withholding agents. The statute of limitations is extended to five years under special circumstances where the underpayment of taxes is more than RMB 100,000. In the case of transfer pricing issues, the statute of limitations is ten years. There is no statute of limitations in the case of tax evasion. The income tax return of each of our company’s PRC consolidated entities is subject to examination by the relevant tax authorities for the calendar tax years beginning in 2013.

Share-based payment

We measure the cost of employee share options or similar equity instruments based on the grant date fair value of the award and recognize that cost over the period during which an employee is required to provide services in exchange for the award, which generally is the vesting period. When no future services are required to be performed by an employee in exchange for an award of equity instruments, and if such award does not contain a performance or market condition, the cost of the award is expensed on the grant date. When there is a modification on the terms and conditions of an award of equity instruments, our company measures the pre-modification and post-modification fair value of the equity instruments as of the modification date and recognizes the incremental value as compensation cost over the remaining service period.

When there is a change in the grantee status from an employee to a non-employee, if the grantee retains the awards on a change in status and continues to provide substantive services to our company, the change in status results in a new measurement date for the unvested awards with compensation costs measured as if the awards were newly issued to the grantee on the date of the change in status. If the grantee retains the awards on a change in status and is not required to provide substantive services to the grantor subsequent to that change in status, the change in status is, in substance, an acceleration in vesting of the arrangement.

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Long-term investments

Equity method investments. An investment in common stock or in-substance common stock of an entity where we can exercise significant influence, but not control, is accounted for using the equity method. Under the equity method, the investment is initially recorded at cost and adjusted for our share of undistributed earnings or losses of the investees. Investment losses are recognized until the investment is fully written down as we do not guarantee the investee's obligations nor are we committed to provide additional funding. When our carrying value in an equity method investment is reduced to zero, no further losses are recorded in our consolidated financial statements unless we guarantee obligations of an affiliated company or have committed additional funding. When the equity method accounted investees subsequently reports income, we will not record our share of such income until it exceeds the amount of our share of losses not previously recognized.

Cost method investments. Equity investments in an investee that are not considered as debt securities or equity securities that do not have readily determinable fair values and over which we have no significant influence nor control, is accounted for using the cost method. Under the cost method, the investments are initially recorded at cost and recognized with income when any dividends are declared for distribution from investees' earnings.

Available-for-sale investment. Available-for-sale investment is an investment in convertible notes measured at fair value with unrealized gains and losses recorded in accumulated other comprehensive income.

We regularly evaluate the impairment of the long-term investments based on performance and financial position of the investees, as well as other evidence of market value. Such evaluation includes, but is not limited to, reviewing the investees' cash position, recent financings, projected and historical financial performance, cash flow forecasts and financing needs. An impairment charge is recorded when carrying amount of the investment exceeds its fair value and such condition is determined to be other than temporary.

Results of Operations

The following table sets forth a summary, for the periods indicated, of our consolidated results of operations and with each item expressed as a percentage of our total net revenues. Our historical results presented below are not necessarily indicative of the results that may be expected for any future period.

	For the fiscal year ended March 31,				For the nine months ended December 31,				
	2016		2017		2016		2017		
	RMB	% of net revenues	RMB	% of net revenues	RMB	% of net revenues	RMB	US\$	% of net revenues
(Unaudited)									
(In thousands, except for percentages)									
Net revenues:									
Testing services	384,800	92.2%	430,057	91.0%	402,549	92.4%	453,225	69,660	92.5%
Online education services	4,897	1.2%	7,462	1.6%	7,070	1.6%	6,553	1,007	1.3%
Other	27,443	6.6%	34,867	7.4%	25,817	6.0%	30,281	4,654	6.2%
Total net revenues	417,140	100.0%	472,386	100.0%	435,436	100.0%	490,059	75,321	100.0%
Cost of revenues	208,017	49.9%	239,853	50.8%	218,885	50.3%	259,050	39,816	52.9%
Gross profit	209,123	50.1%	232,533	49.2%	216,551	49.7%	231,009	35,505	47.1%
Operating expenses:									
Research and development	36,529	8.8%	43,430	9.2%	33,320	7.7%	37,928	5,829	7.7%
Sales and marketing	42,646	10.2%	47,824	10.1%	37,247	8.6%	42,377	6,513	8.6%
General and administrative	78,341	18.8%	69,078	14.7%	50,276	11.5%	79,832	12,270	16.3%
Provision for (reversal of) doubtful accounts	(128)	0%	694	0.1%	(1)	(0.0)%	1,364	210	0.3%
Total operating expenses	157,388	37.8%	161,026	34.1%	120,842	27.8%	161,501	24,822	32.9%
Income from operations	51,375	12.3%	71,507	15.1%	95,709	21.9%	69,508	10,683	14.2%
Share of losses of equity method investments	(8,829)	(2.1)%	(16,121)	(3.4)%	(11,869)	(2.7)%	(1,878)	(289)	(0.4)%
Impairment loss of long-term investments	—	—	(32,199)	(6.7)%	(21,905)	(5.1)%	(15,217)	(2,339)	(3.2)%
Gain from disposal of long-term investments	—	—	1,600	0.3%	1,600	0.4%	3,244	499	0.7%
Interest income, net of interest expenses	3,573	0.9%	3,914	0.8%	2,480	0.6%	1,805	277	0.4%
Foreign currency exchange gains (losses), net	(1,506)	(0.4)%	(73)	(0.0)%	(75)	(0.0)%	(217)	(33)	(0.0)%
Earnings before income taxes	44,973	10.7%	28,628	6.1%	65,940	15.1%	57,245	8,798	11.7%
Income tax expense	18,922	4.5%	38,597	8.2%	21,996	5.0%	29,408	4,520	6.0%
Net income (loss)	26,051	6.2%	(9,969)	(2.1)%	43,944	10.1%	27,837	4,278	5.7%

Net loss attributable to non-redeemable non-controlling interests	—	—	(253)	(0.0)%	(34)	(0.0)%	(352)	(54)	(0.0)%
Net loss attributable to redeemable non-controlling interests	—	—	—	—	—	—	(1,445)	(223)	(0.3)%
Net income (loss) attributable to ATA Inc.	26,051	6.2%	(9,716)	(2.1)%	43,978	10.1%	29,634	4,555	6.0%

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	For the fiscal year ended March 31,		For the nine months ended December 31,		
	2016	2017	2016	2017	
	RMB	RMB	(Unaudited) RMB	RMB	US\$
Basic and diluted earnings (loss) per common share	0.57	(0.21)	0.96	0.48	0.07

Nine Months Ended December 31, 2017 Compared to Nine Months Ended December 31, 2016

Net Revenues

Our total net revenues increased by RMB 54.7 million, or 12.5%, to RMB 490.1 million (\$75.3 million) in the nine months ended December 31, 2017 from RMB 435.4 million in the nine months ended December 31, 2016, primarily as a result of an increase in net revenues from testing services.

Testing services. Testing services net revenues increased by RMB 50.7 million, or 12.6%, to RMB 453.2 million (\$69.7 million) in the nine months ended December 31, 2017 from RMB 402.5 million in the nine months ended December 31, 2016, primarily due to the increased number of tests taken for certain large existing exams, including National Unified Certified Public Accountants Exam and National Tax Adviser Occupational Qualification Exam, the National Tour Guide Qualification Exam and Housing and Urban-Rural Construction Field Professionals Qualification Exam, and the increase in volume of certain new exams, including the National Real Estate Broker Associate Qualification Exam and the National Tax System Tax Staff Enforcement Qualification Test. Our net revenues from testing services provided to National Unified Certified Public Accountants Exam, National Tax Adviser Occupational Qualification Exam, National Tour Guide Qualification Exam and Housing and Urban-Rural Construction Field Professionals Qualification Exam, in aggregate, increased from RMB 123.6 million in the nine months ended December 31, 2016 to RMB 163.7 million (\$25.2 million) in the nine months ended December 31, 2017. We generated RMB 6.5 million (\$1.0 million) net revenues, in aggregate, from the above-stated newly provided exams in the nine months ended December 31, 2017. The increase was partially offset by the decrease of exam volume for the Fund Practitioner Certification Exam and Certification of China Banking Professionals Exam which, in aggregate, contributed revenue of RMB 116.8 million (\$18.0 million) in the nine months ended December 31, 2017 compared with revenue of RMB 134.8 million in the nine months ended December 31, 2016. The total number of billable tests delivered increased to 12,345,481 in the nine months ended December 31, 2017 from 11,414,653 in the nine months ended December 31, 2016.

Online education services. Our revenues from online education services decreased by RMB 0.5 million, or 7.3%, to RMB 6.6 million (\$1.0 million) in the nine months ended December 31, 2017 from RMB 7.1 million in the nine months ended December 31, 2016, primarily due to revenue decrease from the online education services provided to China Futures Association, which was partially offset by revenues realized from the online education services provided to AMAC, a new project launched during the transition period.

Other revenues. Other revenues increased by RMB 4.5 million, or 17.3%, to RMB 30.3 million (\$4.7 million) in the nine months ended December 31, 2017 from RMB 25.8 million in the nine months ended December 31, 2016, primarily due to an increase in revenue derived from services delivered in relation to new projects, primarily the National and Local Tax Law Knowledge Contest held in various cities and provinces in China of RMB 5.1 million and an increase in revenue derived from services delivered in relation to K-12 education assessments of RMB 1.0 million.

Gross Profit

Our gross profit increased by RMB 14.4 million, or 6.7%, to RMB 231.0 million (\$35.5 million) in the nine months ended December 31, 2017 from RMB 216.6 million in the nine months ended December 31, 2016. Our gross margin decreased to 47.1% in the nine months ended December 31, 2017 from 49.7% in the nine months ended December 31, 2016. The decrease in gross margin was primarily due to increased test monitoring costs, as well as increased licensing fees and higher share-based compensation expenses related to new share options and restricted shares issued in January 2017.

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Operating Expenses

General and administrative expenses. Our general and administrative expenses increased by RMB 29.5 million, or 58.8%, to RMB 79.8 million (\$12.3 million) in the nine months ended December 31, 2017 from RMB 50.3 million in the nine months ended

December 31, 2016, primarily due to increase in (i) consulting fees associated with investing and financing activities during the transition period of RMB 12.2 million, (ii) RMB 10.0 million expenditure relating to the Tsinghua University academic project; and (iii) share-based compensation expenses of RMB 5.1 million.

Sales and marketing expenses. Our sales and marketing expenses increased by RMB 5.2 million, or 13.8%, to RMB 42.4 million (\$6.5 million) in the nine months ended December 31, 2017 from RMB 37.2 million in the nine months ended December 31, 2016, primarily due to the increased labor costs of our sales and marketing personnel of RMB 3.8 million in relation to our de-centralization initiatives and share-based compensation expenses of RMB 2.3 million. Sales and marketing expenses as a percentage of our total net revenues remained consistent at 8.6% in the nine months ended December 31, 2017 and the nine months ended December 31, 2016.

Research and development expenses. Our research and development expenses increased by RMB 4.6 million, or 13.8%, to RMB 37.9 million (\$5.8 million) in the nine months ended December 31, 2017 from RMB 33.3 million in the nine months ended December 31, 2016, primarily due to the increased labor costs of RMB 4.3 million and the increased share-based compensation expenses of RMB 2.9 million.

Provision for doubtful accounts. The accrual of bad debt expenses was RMB 1.4 million (\$0.2 million) in the nine months ended December 31, 2017, compared to reversal of certain bad debt expenses in the nine months ended December 31, 2016, primarily due to the reversal of certain long aging receivables collected during the nine months ended December 31, 2016.

Impairment Loss of long-term investments

We recorded an impairment loss of RMB 15.2 million (\$2.3 million) in the nine months ended December 31, 2017 related to the impairment charges associated with one of our strategic investments, which encountered severe shortage of working capital resulted from continuous negative operating cash flows and turnover of key personnel in the fourth quarter of 2017.

Interest Income

Our interest income decreased to RMB 1.8 million (\$0.3 million) in the nine months ended December 31, 2017 from RMB 2.5 million in the nine months ended December 31, 2016, primarily due to the average cash balance decrease compared to prior period, as a result of the cash dividend payout in June and July 2017.

Foreign Currency Exchange Gains (Losses), Net

Our net foreign currency exchange losses primarily reflect the foreign exchange fluctuation effects of exchanging from Renminbi to U.S. dollar. We recorded a net foreign currency exchange loss of RMB 0.2 million (\$0.03 million) in the nine months ended December 31, 2017, compared to a net loss of RMB 0.1 million in the nine months ended December 31, 2016.

Income Tax Expense

We had income tax expense of RMB 29.4 million (\$4.5 million) in the nine months ended December 31, 2017, compared to RMB 22.0 million in the nine months ended December 31, 2016. The increase in our income tax expense was primarily due to the increase of withholding tax accrual in connection with the undistributed earnings generated by our PRC consolidated entities for the nine months ended December 31, 2017.

Net Income

As a result of the above factors, we had net income of RMB 27.8 million (\$4.3 million) in the nine months ended December 31, 2017, compared to net income of RMB 43.9 million in the nine months ended December 31, 2016. The decline in net income was primarily due to increased labor costs and share-based compensation expenses of RMB 21.5 million, consulting fees increase associated with investing and financing activities during the transition period of RMB 12.2 million, RMB 10.0 million expenditure relating to the Tsinghua University academic project, and income tax expense increase of RMB 7.4 million, which was offset by the increase of gross profit of RMB 14.4 million and investment and impairment loss decrease of RMB 16.7 million.

We had a basic earnings per common share and diluted earnings per common share of RMB 0.48 (\$0.07) and RMB 0.48 (\$0.07) in the nine months ended December 31, 2017 compared to a basic earnings per common share and diluted earnings per common share of RMB 0.96 and RMB 0.96 in the nine months ended December 31, 2016.

Fiscal Year Ended March 31, 2017 Compared to Fiscal Year Ended March 31, 2016

Net Revenues

Our total net revenues increased by RMB 55.3 million, or 13.2%, to RMB 472.4 million in the fiscal year ended March 31, 2017 from RMB 417.1 million in the fiscal year ended March 31, 2016, primarily as a result of an increase in net revenues from testing services.

ended March 31, 2017 from RMB 384.8 million in the fiscal year ended March 31, 2016, primarily due to the increased number of tests taken for certain large existing exams, including CICPA and AMAC, the addition of the National Tour Guide Qualification Exam and Housing and Urban-Rural Construction Field Professionals Qualification Exam, and the increase in volume of certain other exams. Our net revenues from testing services provided to CICPA and AMAC, in aggregate, increased from RMB 99.7 million in the fiscal year ended March 31, 2016 to RMB 178.1 million in the fiscal year ended March 31, 2017. We generated RMB 16.2 million net revenues, in aggregate, from our newly provided testing services for the National Tour Guide Qualification Exam and Housing and Urban-Rural Construction Field Professionals Qualification Exam in the fiscal year ended March 31, 2017. The increase was partially offset by the loss of our Securities Association of China exam, which contributed revenue of RMB 67.0 million in the fiscal year ended March 31, 2016. The total number of billable tests delivered increased to 12,127,203 in the fiscal year ended March 31, 2017 from 10,258,866 in the fiscal year ended March 31, 2016.

Online education services. Our revenues from online education services increased by RMB 2.6 million, or 52.4%, to RMB 7.5 million in the fiscal year ended March 31, 2017 from RMB 4.9 million in the fiscal year ended March 31, 2016, primarily due to an increase in revenue from our online education services provided for certain large customers.

Other revenues. Other revenues increased by RMB 7.5 million, or 27.1%, to RMB 34.9 million in the fiscal year ended March 31, 2017 from RMB 27.4 million in the fiscal year ended March 31, 2016, primarily due to (i) an increase in revenue derived from services delivered in relation to the National Tour Guide Qualification Exam of RMB 4.1 million and (ii) an increase in rental income of RMB 0.6 million.

Gross Profit

Our gross profit increased by RMB 23.4 million, or 11.2%, to RMB 232.5 million in the fiscal year ended March 31, 2017 from RMB 209.1 million in the fiscal year ended March 31, 2016. Our gross margin decreased to 49.2% in the fiscal year ended March 31, 2017 from 50.1% in the fiscal year ended March 31, 2016. The decrease in gross margin was primarily due to increased labor costs associated with salary increases by RMB 4.6 million, as well as a change in revenue mix.

Operating Expenses

Our operating expenses increased by RMB 3.6 million, or 2.3%, to RMB 161.0 million in the fiscal year ended March 31, 2017 from RMB 157.4 million in the fiscal year ended March 31, 2016.

General and administrative expenses. Our general and administrative expenses decreased by RMB 9.2 million, or 11.8%, to RMB 69.1 million in the fiscal year ended March 31, 2017 from RMB 78.3 million in the fiscal year ended March 31, 2016, primarily due to a decrease in (i) tax expenses and professional services fees incurred in connection with the reorganization of ATA Online in preparation for its New Third Board listing of RMB 8.1 million, (ii) share-based compensation expenses of RMB 3.5 million.

Sales and marketing expenses. Our sales and marketing expenses increased by RMB 5.2 million, or 12.1%, to RMB 47.8 million in the fiscal year ended March 31, 2017 from RMB 42.6 million in the fiscal year ended March 31, 2016, primarily due to increased expenses of RMB 3.4 million we incurred as a result of our enhanced pre-sales marketing and promotion efforts and increased labor costs of our marketing personnel of RMB 1.4 million. Sales and marketing expenses as a percentage of our total net revenues decreased slightly to 10.1% in the fiscal year ended March 31, 2017 from 10.2% in the fiscal year ended March 31, 2016.

Research and development expenses. Our research and development expenses increased by RMB 6.9 million, or 18.9%, to RMB 43.4 million in the fiscal year ended March 31, 2017 from RMB 36.5 million in the fiscal year ended March 31, 2016, primarily due to the increased labor costs of RMB 4.4 million we paid to our research and development personnel and consultants relating to our new K-12 initiatives of RMB 1.5 million.

Provision for doubtful accounts. The accrual of bad debt expenses was RMB 0.7 million in the fiscal year ended March 31, 2017, compared to reversal of bad debt expenses of RMB 0.1 million in the fiscal year ended March 31, 2016, primarily due to the reversal of the collection of certain long aging receivable during the fiscal year ended March 31, 2016.

Impairment Loss of long-term investments

We recorded an impairment loss of RMB 32.2 million in the fiscal year ended March 31, 2017 related to our investments in certain companies providing online education and K-12 related services, which failed to meet the expected milestones and operation forecasts and encountered shortage of working capital resulted from continuous negative operating cash flows.

Interest Income

Our interest income increased to RMB 3.9 million in the fiscal year ended March 31, 2017 from RMB 3.6 million in the fiscal year ended March 31, 2016, primarily due to an average cash balance increase compared to the prior year.

Foreign Currency Exchange Gains (Losses), Net

Our net foreign currency exchange losses primarily reflect the effects of exchanging from Renminbi to U.S. dollar and devaluation of Renminbi against U.S. dollar in relation to the re-measurement of Renminbi denominated bank deposits held by overseas entities, whose functional currency is U.S. dollar. We recorded a net foreign currency exchange loss of RMB 0.1 million in the fiscal year ended March 31, 2017, compared with a net loss of RMB 1.5 million in the fiscal year ended March 31, 2016. The decrease in foreign exchange loss was primarily because a large amount of Renminbi was exchanged for U.S. dollar at our overseas bank accounts for long term investments in the fiscal year ended March 31, 2016, while no such exchange occurred in the fiscal year ended March 31, 2017.

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Income Tax Expense

We had income tax expense of RMB 38.6 million in the fiscal year ended March 31, 2017, compared to RMB 18.9 million in the fiscal year ended March 31, 2016. The increase in our income tax expense was primarily due to an accrual of withholding tax of RMB 22.6 million in connection with all undistributed earnings generated by our PRC consolidated entities since January 1, 2008 as we do not believe the permanent reinvestment exception for not recognizing deferred tax liability is met due to changes to our investment plan.

Net Loss

As a result of the above factors, we had net loss of RMB 10.0 million in the fiscal year ended March 31, 2017, compared to net income of RMB 26.1 million in the fiscal year ended March 31, 2016. The loss was primarily due to an accrual of RMB 22.6 million withholding taxes in connection with all undistributed earnings of PRC subsidiaries since January 1, 2008, as well as impairment losses of RMB 32.2 million and investment losses of RMB 16.1 million associated with certain strategic investments. The loss was offset by the increase of gross profit of RMB 23.4 million, driven by the robust revenue increase of RMB 55.3 million.

We had a basic loss per common share and diluted loss per common share of RMB 0.21 and RMB 0.21 in the fiscal year ended March 31, 2017 compared to a basic earnings per common share and diluted earnings per common share of RMB 0.57 and RMB 0.57 in the fiscal year ended March 31, 2016.

B. Liquidity and Capital Resources

We have financed our working capital and capital expenditure requirements primarily through cash generated from operating activities.

As of December 31, 2017, we had RMB 256.1 million (\$39.4 million) in cash. Our cash and cash equivalents were primarily deposited with reputable banks in China and Hong Kong. We intend to finance our future additional working capital and capital expenditure needs principally from (i) cash generated from operating activities, and (ii) cash received from selling ATA Online.

We believe our current cash and expected future cash flows from operating activities, particularly from testing services and online education services, and our proceeds from the sale of ATA Online, are sufficient to meet our present working capital requirements. Our current expansion plans do not require significant capital commitments. We do not expect our short-term and long-term cash requirements to be materially different. If any future projects would require additional funding, outside financing might be pursued as needed. Nevertheless, we may require additional sources of liquidity in the event of changes in business conditions or other future developments. Factors affecting our sources of liquidity include our sales performance and changes in working capital. Any changes in the significant factors affecting our revenues from testing services and online education services may cause material fluctuations in our cash generated from operations. See Item 5.A. “Operating and Financial Review and Prospectus—Operating Results—Net Revenues” for a description of these significant factors. Changes in working capital, including any significant shortening or lengthening of our accounts receivable cycle or client prepayment cycles, may also cause fluctuations in our cash generated from operations. If our sources of liquidity are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities to meet our cash needs. The sale of convertible debt securities or additional equity securities could result in dilution to our shareholders. The incurrence of indebtedness would result in debt service obligations and could result in operating and financial covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

The following table summarizes our net cash flows with respect to operating activities, investing activities and financing activities in the fiscal years ended March 31, 2016, 2017 and the nine months ended December 31, 2017:

	For the fiscal year ended March 31,		For the nine months ended December 31,	
	2016 RMB	2017 RMB	2017	
			RMB	US\$
			(In thousands)	
Net cash provided by operating activities	64,505	61,545	95,606	14,694
Net cash used in investing activities	(36,801)	(93,952)	(20,604)	(3,167)
Net cash provided by (used in) financing activities	(20,310)	7,250	(40,149)	(6,171)
Effect of foreign exchange rate changes on cash	(21)	(63)	(1,210)	(186)
Net increase (decrease) in cash	7,373	(25,220)	33,643	5,170
Cash and cash equivalents at beginning of the period	240,295	247,668	222,448	34,190
Cash and cash equivalents at end of the period	247,668	222,448	256,091	39,360

Operating Activities

Net cash provided by operating activities was RMB 95.6 million (\$14.7 million) in the nine months ended December 31, 2017, mainly attributable to cash collection from revenues of RMB 447.0 million, partially offset by cash paid for test monitoring costs and royalty fees of RMB 169.0 million and cash paid for payroll and other operating expenses of RMB 182.4 million.

Net cash provided by operating activities was RMB 61.5 million in the fiscal year ended March 31, 2017, mainly attributable to cash collection from revenues of RMB 462.5 million, partially offset by cash paid for test monitoring costs and royalty fees of RMB 166.6 million and cash paid for payroll and other operating expenses of RMB 234.4 million.

Net cash provided by operating activities was RMB 64.5 million in the fiscal year ended March 31, 2016, mainly attributable to cash collection from revenues of RMB 412.8 million, partially offset by cash paid for test monitoring costs and royalty fees of RMB 145.4 million and cash paid for payroll and other operating expenses of RMB 202.9 million.

Investing Activities

Net cash used in investing activities in the nine months ended December 31, 2017 of RMB 20.6 million (\$3.2 million) was primarily attributable to RMB 31.1 million expenditures made for intangible assets, properties and equipment and RMB 5.5 million cash invested in EEO, which was offset by RMB 10.0 million cash received from the nominee shareholders of ATA Online in connection with the termination of the VIE agreements and proceeds of RMB 6.6 million received from the disposal of certain affiliated subsidiaries and investments.

Net cash used in investing activities in the fiscal year ended March 31, 2017 of RMB 94.0 million was primarily attributable to payments of RMB 89.9 million made for long-term investments and payments of RMB 9.9 million made for capital expenditures, partially offset by proceeds of RMB 5.5 million received from the disposal of certain equity interests of an affiliate company.

Net cash used in investing activities in the fiscal year ended March 31, 2016 of RMB 36.8 million was primarily attributable to equity investments and amounts due from shareholders of RMB 10.0 million in connection with the termination of the VIE agreements (see the discussion in Note (19) of the consolidated financial statements included in this transition report). Amounts due from shareholder were received in full in June 2017.

Financing Activities

Net cash used by financing activities in the nine months ended December 31, 2017 of RMB 40.1 million (\$6.2 million) was primarily attributable to the special cash dividend payment of RMB 65.7 million, which was offset by RMB 30.0 million cash received from release of restricted cash for financial standby letter of credit .

Net cash provided by financing activities in the fiscal years ended March 31, 2017 of RMB 7.3 million was primarily attributable to RMB 34.0 million investment prepayments made by third-party investors to one of our subsidiaries and RMB 3.4 million cash received from a short-term loan ATA BVI borrowed during the year, which was partially offset by RMB 30.0 million cash paid as collateral for a financial standby letter of credit. In June 2017, the short-term loan ATA BVI borrowed was fully repaid and the RMB 30.0 million cash paid as collateral for a financial standby letter of credit was released back to the Company.

Net cash used in financing activities in the fiscal years ended March 31, 2016 of RMB 20.3 million was primarily attributable to repurchases of common shares.

Capital Expenditures

The following table sets forth our historical capital expenditures for the periods indicated. Actual future capital expenditures may differ from the amounts indicated below.

	For the fiscal year ended		For the nine months ended	
	March 31,		December 31,	
	2016	2017	2017	
	RMB	RMB	RMB	US\$
	(In thousands)			
Total capital expenditures	3,087	9,932	31,060	4,774

Historically, our capital expenditures have been made primarily for the purchase of office space, leasehold improvements, software, computer equipment, servers, license and education assessment test caseware.

Foreign Currency Exchange

ATA Inc., ATA BVI and Xing Wei's functional currency is U.S. dollar. As of December 31, 2017, we had RMB 256.1 million (\$39.4 million) in cash and cash equivalents. The functional currency of our PRC subsidiaries is Renminbi. The non-Renminbi portion of our revenues primarily consists of U.S. dollar-denominated licensing fees and royalty payments, while the non-Renminbi portion of our expenditures primarily consists of professional fees and royalty payments, either denominated in U.S. dollars or Hong Kong dollars. Fluctuations in exchange rates, primarily those involving the U.S. dollar against the Renminbi, may affect our costs and operating margins and reported operating results. Under the current foreign exchange system in China, our operations in China may not be able to hedge effectively against currency risks, including any possible future Renminbi devaluation. See Item 3.D. "Key Information — Risk Factors — Risks Relating to Doing Business in the People's Republic of China — Fluctuations in exchange rates could result in foreign currency exchange losses."

Recent Accounting Pronouncements

In May 2014, the FASB issued Accounting Standard Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers*. This ASU requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity should also disclose sufficient quantitative and qualitative information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. In December 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers*, which deferred the effective date of ASU No. 2014-09. In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* which clarifies the implementation guidance on principal versus agent considerations. The guidance includes indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customers. The new standard is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted for annual reporting periods beginning after December 15, 2016. The new revenue standard may be applied retrospectively to each prior period presented (“full retrospective method”) or retrospectively with the cumulative effect recognized as of the date of adoption (“modified retrospective method”).

We plan to apply the modified retrospective method starting from January 1, 2018. We conducted a review and evaluation over all the contracts that are not completed on January 1, 2018 and concluded that there is no material impact on our retained earnings as of January 1, 2018 and consolidated financial statements in fiscal year 2018 as a result of the new adoption of the guidance.

In February 2016, the FASB issued ASC Topic 842, *Leases* through ASU No. 2016-02. ASC Topic 842 requires a lessee to recognize all leases, including operating leases, on balance sheet via a right-of-use asset and lease liability, unless the lease is a short-term lease. All (or a portion of) fixed payments by the lessee to cover lessor costs related to ownership of the underlying assets, or executory costs, that do not represent payments for a good or service will be considered lease payments and reflected in the measurement of lease assets and lease liabilities by lessees. The new standard does not substantially change lessor accounting from current U.S. GAAP. The new standard also requires lessees and lessors to disclose more qualitative and quantitative information about their leases than current U.S. GAAP does. The standard is applied retrospectively, with elective reliefs. The new standard is effective for annual and interim reporting periods beginning after December 15, 2018 for a public business entity. Early adoption is permitted. We are currently evaluating the impact ASU No. 2016-02 will have on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows — Classification of Certain Cash Receipts and Cash Payments*, which clarifies the presentation and classification of certain cash receipts and cash payments in the statement of cash flows. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted. We evaluated the impact of ASU No. 2016-15 and does not expect the adoption of ASU No. 2016-15 will have material impact on its consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows - Restricted cash*. This ASU requires companies to include cash and cash equivalents that have restrictions on withdrawal or use in total cash and cash equivalents on the statement of cash flows. This ASU is effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2017. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, adjustments should be reflected at the beginning of the fiscal year that includes that interim period. The amendments in this ASU should be applied using a retrospective transition method to each period presented. We evaluated the impact of ASU No. 2016-18 and determined to fully adopt the new standards starting from January 1, 2018 and will apply a retrospective transition method to each period presented .

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business* (ASU 2017-01), which revises the definition of a business and provides new guidance in evaluating when a set of transferred assets and activities is a business. This guidance is effective for financial statements issued for fiscal year beginning after December 15, 2017 on a prospective basis, and early adoption is permitted. We do not expect the adoption of ASU No. 2017-01 will have material impact on its consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-04, *Goodwill and Other (Topic 350) — Simplifying the Test for Goodwill Impairment*. ASU 2017-04 simplifies the subsequent measurement of goodwill by eliminating Step 2 of the goodwill impairment test. In computing the implied fair value of goodwill under Step 2, an entity had to perform procedures to determine the fair value at the impairment testing date of its assets and liabilities (including unrecognized assets and liabilities) following the procedure that would be required in determining the fair value of assets acquired and liabilities assumed in a business combination. As a result of ASU No. 2017-04, an entity should perform its goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and then recognize an impairment charge, as necessary, for the amount by which the carrying amount exceeds the reporting unit’s fair value, not to exceed the total amount of goodwill allocated to that reporting unit. ASU No. 2017-04 is effective for fiscal years and interim periods within those years beginning after December 15, 2019, and early adoption is permitted for interim or annual goodwill impairment tests performed after January 1, 2017. We are currently evaluating the impact ASU No. 2017-04 will have on its consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Compensation—Stock compensation (Topic 718): Scope of modification accounting* (“ASU 2017-09”). The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting. For all entities that offer share-based payment awards, ASU No. 2017-09 are effective for interim and annual reporting periods beginning after December 15, 2017. We evaluated the impact of ASU No. 2017-09 and does not expect the adoption of ASU No. 2017-09 will have material impact on its consolidated financial statements.

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

Research and development are important to our continued success. Our research and development initiatives are designed to

improve our existing testing technologies and to develop new and innovative technologies. We conduct our research and development activities primarily in-house but may also from time to time outsource certain research and development activities. We have an experienced team of engineers with expertise in the fields of computing, software, test system design and conversion. Our research and development team consisted of 156 people as of December 31, 2017. We will continue to look selectively for experienced software engineers and other technology talents to further increase our technological capabilities. While we focus on development of technologies that can be commercialized and integrated into our service offerings in the short term, we also invest in the research and development of testing technologies for the medium and long term in preparation for the next generation and cutting-edge products and services. In addition, we are developing upgrades of our key technologies, including our E-testing, MTS, EzTest and EzInterview platforms. Our total expenses for research and development were RMB 36.5 million, RMB 43.4 million, RMB 33.3 million and RMB 37.9 million (\$5.8 million) in the fiscal years ended March 31, 2016, 2017 and the nine months ended December 31, 2016 and 2017, respectively.

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D. Trend Information

Other than as disclosed elsewhere in this transition report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from April 1, 2015 to December 31, 2017 that are reasonably likely to have a material adverse effect on our revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Off-Balance Sheet Arrangements

We do not currently have, and do not expect in the future to have, any off-balance sheet arrangements or commitments. In our ongoing business, we do not plan to enter into transactions involving, or otherwise form relationships with, unconsolidated entities or financial partnerships established for the purpose of facilitating off-balance sheet arrangements or commitments.

F. Tabular Disclosure of Contractual Obligations

Contractual Obligations and Commercial Commitments

The following table sets forth our contractual obligations as of December 31, 2017:

	Total	Within 1 Year	Payment Due		
			1-3 Years	3-5 Years	More than 5 Years
	(In thousands of RMB)				
Operating Lease Obligations ⁽¹⁾	36,583	16,285	20,298	—	—
Other commitments ⁽²⁾	54,558	16,988	26,306	11,264	—

- (1) Our operating lease obligations comprise our office lease obligations for our offices in China. These office leases expire at different times over the period from the date of this transition report through September 2020, and will become subject to renewal. We will evaluate the need to renew each office lease on a case-by-case basis prior to its expiration.
- (2) On August 11, 2011, we entered into an agreement with a vendor who granted us a license to distribute the vendor's test related products in Mainland China for 10 years. Each party may terminate this agreement at any time for any reason by giving the other party not less than twelve months written notice provided that the termination date may not be before the fifth anniversary of this agreement unless either party is in breach of this agreement. On April 27, 2017, we entered into a five-year agreement with Tsinghua University, under which ATA will support the research of the Research Institute of Future Education and Assessment at Tsinghua University under certain circumstances with funding support of RMB 50 million, out of which RMB 40 million will be paid in the following four years. On August 25, 2017, we entered into an agreement to purchase computers and accessories with payments to be made in four years since 2018.

Indebtedness

As of the date of this transition report, we do not have any outstanding debt, debt securities, contingent liabilities, mortgages, or liens.

G. Safe Harbor

This transition report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and as defined in the Private Securities Litigation Reform Act of 1995. See "Introduction—Forward-Looking Statements."

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth certain information relating to our directors and executive officers as of the date of this transition report. The business address of each of our directors and executive officers is 1/F East Gate, Building No. 2, Jian Wai Soho, No. 39 Dong

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Name	Age	Position
Kevin Xiaofeng Ma	54	Chairman of the Board of Directors and Chief Executive Officer
Jack Huang	46	President and Director
Andrew Yan	60	Director
Hope Ni	45	Director
Alec Tsui	68	Director
Zhilei Tong	43	Director
Amy Tung	46	Chief Financial Officer
Alex Tong	55	Vice President of Business Development

Kevin Xiaofeng Ma is co-founder, chairman of the board and chief executive officer of our company. He also serves as chairman on the board of directors of ATA Online. Prior to co-founding our company, Mr. Ma co-founded Dynamic Technology Corporation and served as its chief executive officer from 1996 to 1998. From 1990 to 1996, Mr. Ma served as a general manager in the Hainan High-Tech Industry International Cooperation Center. Previously, Mr. Ma gained experience as a vice president at the Beijing MIDI High-Tech Center, as a director of Beijing Zhongjia Integrated Intelligent System Engineering, and as a reporter for China Radio International. Mr. Ma is a member of the board of directors of a number of private enterprises with operations in China, which do not compete with our business. Mr. Ma graduated from Nanjing University with a bachelor's degree in economics.

Jack Huang is the president and a director of our company. Prior to joining us, Mr. Huang was the chief executive officer of Lanxum Education, an online education and information security services provider in China, from 2015 to 2017. Prior to this, Mr. Huang worked at Chegg where he served as head of Chegg's China operations, and Pearson where he served as the managing director of the Language Testing Division in the Asia Pacific region. Mr. Huang received his MBA degree from HEC Paris and a master's degree from Edinburgh Napier University. Mr. Huang also received a bachelor's degree from Harbin Institute of Technology in China. He is a fellow of the Chartered Institute of Marketing.

Andrew Yan is a director of our company, and is an independent director pursuant to Nasdaq Stock Market Rule 5605(a)(2). He is the founding managing partner of SAIF Partners IV, III and SB Asia Investment Fund II L.P., and president and executive managing director of Softbank Asia Infrastructure Fund. Before joining Softbank Asia Infrastructure Fund in 2001, Mr. Yan was a managing director and the head of the Hong Kong office of Emerging Markets Partnership, the management company of AIG Asian Infrastructure Funds from 1994 to 2001. From 1989 to 1994, he worked in the World Bank, the Hudson Institute and US Sprint Co. as an economist, research fellow and director for Asia respectively in Washington, DC. From 1982 to 1984, he was the chief engineer of Jianghuai Airplane Corp. He is currently an independent non-executive director of China Petroleum & Chemical Corporation and China Resources Land Limited, non-executive director of Guodian Technology & Environment Group Corporation Limited, eSun Holdings Limited and China Huiyuan Juice Group Limited. He is also an independent director of BlueFocus Communication Group, TCL Corporation and director of ATA Online (Beijing) Education Technology Co., Ltd. He also holds directorship in several SAIF portfolio companies. Mr. Yan received a master of arts degree from Princeton University, and a bachelor's degree in engineering from the Nanjing Aeronautic Institute.

Hope Ni has been an independent director of ATA Inc. and ATA Online. Ms. Ni is an executive director and the chief investment officer of Cogobuy Group (listed on the Main Board of The Stock Exchange of Hong Kong). Ms. Ni currently serves on the boards of JA Solar Holdings Co (NASDAQ: JASO) and Digital China Holdings Ltd. (Stock code: 00861.HK). From 2004 to 2007, Ms. Ni was the chief financial officer and director of Viewtran Group, Inc. (NASDAQ: VIEW), during which time, Viewtran Group increased market capitalization approximately seven times. In 2008, Ms. Ni served as the vice chairman of Viewtran Group, Inc. Prior to that, Ms. Ni spent six years as a practicing attorney at Skadden, Arps, Slate, Meagher & Flom LLP in New York and Hong Kong. Earlier in her career, Ms. Ni worked at Merrill Lynch's investment banking division in New York. Ms. Ni received her J.D. degree from University of Pennsylvania Law School and her B.S. degree in applied economics and business management from Cornell University.

Alec Tsui is an independent director on our board and ATA Online. Mr. Tsui is currently an independent non-executive director of a number of companies listed in Hong Kong, Philippines and on the Nasdaq Global Market, including, COSCO Shipping International (Hong Kong) Co Ltd., Pacific Online Limited, Summit Ascent Holdings Limited, Melco Resorts & Entertainment Limited, Melco Resorts & Entertainment (Philippines) Corporation, Kangda International Environmental Company Limited and DTXS Silk Road Investment Holdings Company Limited. He was the chairman of the Hong Kong Securities Institute from 2001 to 2004. He was an advisor and a council member of the Shenzhen Stock Exchange from 2001 to 2002. He joined the Hong Kong Stock Exchange in 1994 as an executive director of the finance and operations services division and became its chief executive in 1997. Prior to that, Mr. Tsui served at the Securities and Futures Commission of Hong Kong from 1989 to 1993. Mr. Tsui graduated from the University of Tennessee with a B.S. degree and a master's degree in industrial engineering. He completed a program for senior managers in government at the John F. Kennedy School of Government of Harvard University.

Zhilei Tong is a director of our board. Mr. Tong founded Chinese All Digital Publishing Group Co., Ltd. in 2000 and is currently the chairman and CEO of ChineseAll Digital Publishing Group Co., Ltd. He is also the executive director of Pingxiang Ruiwen Enterprise Management Consulting Co., Ltd., the executive director and CEO of Beijing ChineseAll Education Technology Development Co., Limited, the executive director of Shanghai ChineseAll Culture Development Co., Ltd., and the executive director of Hangzhou ChineseAll Information Technology Co., Ltd., the executive director of ChineseAll (Tianjin) Culture Development Co., Ltd., the executive director of ChineseAll Group Limited, the director of Beijing Yajieshanghui Consulting Co., Ltd., the representative of the Beijing Municipal People's Congress, a representative of the 16th People's Congress of Beijing Dongcheng District, a member of the Secretary General in the All-China Youth Federation and secretary general in education subsector, the vice-chairman in Youth Federation of Dongcheng District of Beijing, the vice president of the Copyright Society of China, the vice-chairman of China Redactological Society. Mr. Tong received his bachelor's degree from Tsinghua University and his IMBA degree from MIT and Tsinghua University.

Amy Tung is our Chief Financial Officer having assumed such role on April 1, 2017. She also serves as chairman on the supervisory board of ATA Online. Ms. Tung has been with the Company since 2006, serving in roles previously including the assistant to the CEO and vice president/financial controller. Prior to her service with ATA, Ms. Tung has held various financial and accounting positions with Bayer Healthcare Limited in Hong Kong, BEA Systems (Hong Kong) Limited, Bureau Veritas Consumer Products Services (Hong Kong) Limited, Agilent Technologies Hong Kong Limited, and Compaq Computer Limited. Ms. Tung received her master's degree in financial engineering from Columbia University and her MBA and bachelor's degree in computer science from the Chinese University of Hong Kong. She is a fellow member of the Association of Chartered Certified Accountants and the Hong Kong Institute of Certified Public Accountants.

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Alex Tong is our vice president in charge of business development. Prior to joining us in September 2005, Mr. Tong worked as a general manager for the Asia Pacific region at the Royal Institution of Chartered Surveyors from 2003 to 2005. Prior to that, Mr. Tong worked for Thomson Prometric in the position of executive director from 1999 to 2003 and as the managing director at Pearson NCS Hong Kong Ltd. from 1997 to 1999. Mr. Tong is serving as the Chairman of the Association of Test Publishers (ATP) from January 1 through December 31 of 2018. Mr. Tong graduated from University of Nottingham with a bachelor's degree in education and a master's degree of philosophy in education and from the Chinese University of Hong Kong with an executive MBA.

B. Compensation

For the nine months ended December 31, 2017, we and our subsidiaries paid aggregate cash compensation of approximately RMB 6.4 million (\$1.0 million) to our directors and executive officers as a group. We do not pay or set aside any amounts for pension, retirement or other benefits for our officers and directors.

Share Incentives

We adopted a share incentive plan, or the 2005 Plan, in April 2005, which was terminated in 2015. We adopted our 2008 Employee Share Incentive Plan, or the 2008 Plan, in January 2008. We amended and restated the 2008 Plan, or the Amended and Restated 2008 Plan, in December 2016, primarily to extend its term and expand the option pool thereunder to include the reserved but unissued common shares under the 2005 Plan. Our share incentive plans are intended to promote our success and to increase shareholder value by providing an additional means to attract, motivate, retain and reward selected directors, officers, employees and other eligible persons. An aggregate of 3,310,300 common shares are reserved for issuance under the 2005 Plan. Subject to any amendment of our Amended and Restated 2008 Plan by our directors, the maximum aggregate number of common shares that may be issued pursuant to all awards under the Amended and Restated 2008 Plan is 5,726,763 shares (which was increased from 3,026,763 shares under the 2008 Plan), plus, unless the board of directors determines a lesser amount, an annual increase on January 1 of each calendar year beginning in 2017 equal to the lesser of (x) one percent (1%) of the number of shares issued and outstanding on December 31 of the immediately preceding calendar year, and (y) 336,307 shares. As of December 31, 2017, 6,063,070 shares were authorized for issuance under the Amended and Restated 2008 Plan.

We have granted share options and restricted shares under the 2005 Plan, the 2008 Plan and the Amended and Restated 2008 Plan to selected directors, officers, employees and individual consultants and advisors. As of January 1, 2018, we have granted a total of 2,377,067 share options that are outstanding under such plans, of which 842,337 have vested. The contractual term of these options is ten years. As of January 1, 2018, we have also granted 2,625,000 restricted shares that are unvested and outstanding, and 60,000 restricted shares have vested in the nine months ended December 31, 2017.

Options and restricted shares granted under our share incentive plans generally do not vest unless the grantee remains under our employment or in service with us on the given vesting date.

Generally, if the grantee's employment or service with us is terminated for cause, all such grantee's options under our share incentive plans, vested and unvested, immediately terminate and become unexercisable. On the other hand, if the grantee's employment or service with us is terminated for any reason other than for cause, all such grantee's vested options terminate and become unexercisable 90 days, or three months following the grantee's last day of employment or service with us, while generally all unvested options immediately terminate and become unexercisable. In circumstances where there is a death or total disability of the grantee, all such grantee's vested options terminate and become unexercisable 12 months following the grantee's last day of employment or service with us, while generally all unvested options immediately terminate and become unexercisable.

Our board of directors may amend, alter, suspend, or terminate our share incentive plans at any time, provided, however, that our board of directors must first seek the approval of the participants of our share incentive plans if such amendment, alteration, suspension or termination would adversely affect the rights of participants under any option granted prior to that date. Without further action by our board of directors, the 2005 Plan terminated in 2015 and the Amended and Restated 2008 Plan will terminate in 2026.

The table below sets forth the share option and restricted share grants made to our current directors and executive officers pursuant to our share incentive plans:

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Share options

Name	Number of Common Shares to be Issued Upon Exercise of Options	Exercise Price per Common Share	Date of Grant	Vesting Start Date	Date of Expiration
Hope Ni	50,000	\$ 4.75	January 7, 2008	January 7, 2008	January 6, 2018
Alec Tsui	50,000	\$ 4.75	January 28, 2008	January 28, 2008	January 27, 2018
Kevin Xiaofeng Ma	1,469,460	\$ 2.24	February 10, 2015	February 10, 2015	February 9, 2025
Alex Tong	100,000	\$ 1.705	January 17, 2017	January 17, 2017	January 16, 2027
Amy Tung	100,000	\$ 1.705	January 17, 2017	January 17, 2017	January 16, 2027

Restricted Shares

Name	Restricted Shares	Date of Grant	Vesting Start Date
Kevin Xiaofeng Ma	200,000	May 30, 2011	June 1, 2011
	90,000	February 10, 2015	February 10, 2015
Andrew Yan	133,000	January 17, 2017	January 17, 2017
	100,000	May 30, 2011	June 1, 2011
Hope Ni	133,000	January 17, 2017	January 17, 2017
	60,000	February 16, 2012	February 17, 2012
Alec Tsui	133,000	January 17, 2017	January 17, 2017
	60,000	February 16, 2012	February 17, 2012
Alex Tong	133,000	January 17, 2017	January 17, 2017
	100,000	June 13, 2013	June 13, 2013
Amy Tung	60,000	January 17, 2017	January 17, 2017
	30,000	February 16, 2012	February 17, 2012
	10,000	June 13, 2013	June 13, 2013
	100,000	January 17, 2017	January 17, 2017

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C. Board Parties

Duties of Directors

Under Cayman Islands Law, our directors have a statutory duty of loyalty to act honestly in good faith with a view to our best interests. Our directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our amended and restated memorandum and articles of association. A shareholder has the right to seek damages if a duty owed by our directors is breached.

The functions and powers of our board of directors include, among others:

- convening shareholders' annual general meetings and reporting its work to shareholders at such meetings;
- issuing authorized but unissued shares;
- declaring dividends and distributions;
- exercising the borrowing powers of our company and mortgaging the property of our company;
- approving the transfer of shares of our company, including the registering of such shares in our share register; and
- exercising any other powers conferred by the shareholders' meetings or under our amended and restated memorandum and articles of association.

Terms of Directors

We have a board of six directors divided into class A, class B and class C directors. As of the date of this transition report, the class A directors are Kevin Xiaofeng Ma and Zhilei Tong, the class B directors are Andrew Yan and Jack Huang, and the class C directors are Hope Ni and Alec Tsui. One third of our directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not greater than one third) shall retire from office every year at our annual general meeting of shareholders on a rotating basis. Our class B director Andrew Yan was re-elected at our 2017 annual general meeting. Our class A director Zhilei Tong will retire from office and will be eligible for re-election at our 2018 annual general meeting. Our chief executive officer, which currently is Kevin Xiaofeng Ma, shall not, while holding office, be subject to retirement or be taken into account in determining the number of directors to retire in any year. Neither we nor our subsidiaries have any directors' service contracts providing for benefits upon termination of employment.

Board Practices

Our board of directors has established an audit committee, a compensation committee and a nominations committee.

Audit Committee

Our audit committee consists of Hope Ni and Alec Tsui. Hope Ni is the chairman of our audit committee. Our board of directors has determined that Hope Ni and Alec Tsui are “independent directors” within the meaning of Nasdaq Stock Market Rule 5605(a)(2) and meet the criteria for independence set forth in Rule 10A-3(b) of the Exchange Act. Hope Ni meets the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC. The third seat on our audit committee is vacant in reliance on Nasdaq Stock Market Rule 5615(a)(3), which permits a foreign private issuer like us to follow “home country practices” in relation to the composition of its audit committee. In this regard we have elected to adopt the practices of our home country, the Cayman Islands, which does not require us to have a three member audit committee or to fill all three seats on the audit committee at this time.

Our audit committee is responsible for, among other things:

- appointing the independent auditor;
- pre-approving all auditing and non-auditing services permitted to be performed by the independent auditor;
- annually reviewing the independent auditor’s report describing the auditing firm’s internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review, of the independent auditor and all relationships between the independent auditor and our company;
- setting clear hiring policies for employees and former employees of the independent auditor;
- reviewing with the independent auditor any audit problems or difficulties and management’s responses;
- reviewing and approving all related party transactions on an ongoing basis;
- reviewing and discussing the annual audited financial statements with management and the independent auditor;
- reviewing and discussing with management and the independent auditor major issues regarding accounting principles and financial statement presentations;

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- reviewing reports prepared by management or the independent auditor relating to significant financial reporting issues and judgments;
- discussing earnings press releases with management, as well as financial information and earnings guidance provided to analysts and rating agencies;
- reviewing with management and the independent auditor the effect of regulatory and accounting initiatives, as well as off-balance sheet structures, on our financial statements;
- discussing policies with respect to risk assessment and risk management with management, internal auditors and the independent auditor;
- timely reviewing reports from the independent auditor regarding all critical accounting policies and practices to be used by our company, all alternative treatments of financial information within U.S. GAAP that have been discussed with management and all other material written communications between the independent auditor and management;
- establishing procedures for the receipt, retention and treatment of complaints received from our employees regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- such other matters that are specifically delegated to our audit committee by our board of directors from time to time;
- meeting separately, periodically, with management, internal auditors and the independent auditor; and
- reporting regularly to the full board of directors.

Compensation Committee

Our compensation committee consists of Andrew Yan, Hope Ni and Alec Tsui. Andrew Yan is the chairman of our compensation committee. Our board of directors has determined that all of our compensation committee members are “independent directors” within the meaning of Nasdaq Stock Market Rule 5605(a)(2).

Our compensation committee is responsible for:

- reviewing and approving our overall compensation policies;
- reviewing and approving corporate goals and objectives relevant to the compensation of our chief executive officer, evaluating our chief executive officer's performance in light of those goals and objectives, reporting the results of such evaluation to the board of directors, and determining our chief executive officer's compensation level based on this evaluation;
- determining the compensation level of our other executive officers;
- making recommendations to the board of directors with respect to our incentive-compensation plans and equity-based compensation plans;
- administering our equity-based compensation plans in accordance with the terms thereof; and
- such other matters that are specifically delegated to the compensation committee by our board of directors from time to time.

Nominations Committee

Our nominations committee consists of Kevin Xiaofeng Ma, Andrew Yan and Alec Tsui. Kevin Xiaofeng Ma is the chairman of the nominations committee. Although Nasdaq Stock Market Rules generally require all members of the nominations committee of a listed company to be "independent directors" within the meaning of Nasdaq Stock Market Rule 5605(a)(2), Nasdaq Stock Market Rule 5615(a) (3) permits a foreign private issuer like us to follow "home country practices" in relation to composition of its nominations committee. In this regard, we have elected to adopt the practices of our home country, the Cayman Islands, which does not require that any of the members of a company's nominations committee be independent directors.

Our nominations committee is responsible for, among other things:

- seeking and evaluating qualified individuals to become new directors as needed;
- reviewing and making recommendations to the board of directors regarding the independence and suitability of each board member for continued service; and
- evaluating the nature, structure and composition of other board committees.

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Corporate Governance

Our board of directors has adopted a code of ethics, which is applicable to our senior executive and financial officers. In addition, our board of directors has adopted a code of conduct, which is applicable to all of our directors, officers, employees and advisors. Our code of ethics and our code of conduct are publicly available on our website, <http://www.atai.net.cn>. In addition, our board of directors has adopted a set of corporate governance guidelines. The guidelines reflect certain guiding principles with respect to our board's structure, procedures and committees. The guidelines are not intended to change or interpret any law, or our amended and restated memorandum and articles of association.

Interested Transactions

A director may vote with respect to any contract or transaction in which he or she is interested, provided that the nature of the interest of any director in such contract or transaction is disclosed by him or her at or prior to its consideration and any vote in that matter.

D. Employees

We had 446, 483 and 551 employees as of March 31, 2016, 2017 and December 31, 2017, respectively. As of December 31, 2017, we had 117 employees in sales and marketing, 156 in research and development, 197 in client service and support and 81 in general and administrative functions.

In April 2005, we adopted a share incentive plan, or the 2005 Plan. In January 2008, we adopted our 2008 share incentive plan, or the 2008 plan. We amended and restated the 2008 Plan, or the Amended and Restated 2008 Plan, in December 2016. We use our share incentive plans as an additional means to further attract, motivate, retain and reward selected directors, officers, employees and third-party consultants and advisors. For more information, see Item 6.B. "Directors, Senior Management and Employees — Compensation — Share Incentives." We believe these initiatives have contributed to our ability to attract and retain talent.

As required by Chinese laws and regulations, we participate in various employee benefit plans that are organized by municipal and provincial governments, including housing, pension, medical and unemployment benefit plans. We make monthly payments to these plans in respect of each employee based on the employee's compensation. We believe that we maintain a good working relationship with our employees and we have not experienced any significant labor disputes. Our employees have not entered into any collective bargaining agreements.

According to our contracts with our employees, our employees are generally prohibited from engaging in any activities that compete with our business during the period of their employment and for two years after termination of their employment with us. Furthermore, all employees are prohibited, for a period of two years following termination, from soliciting other employees to leave us and, for a period of five years following termination, from soliciting our existing clients. However, we may have difficulty enforcing these non-competition and non-solicitation terms in China because the Chinese legal system, especially with respect to the enforcement of such terms, is still developing.

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership, within the meaning of Section 13(d)(3) of the Exchange Act, of our common shares as of April 5, 2018 by:

- each person known to us to own beneficially more than 5% of common shares, and
- each of our directors and executive officers

	Common shares beneficially owned	
	Number ⁽¹⁾	Percent ⁽²⁾
Directors and Executive Officers:		
Kevin Xiaofeng Ma ⁽³⁾	24,793,143	50.7%
Jack Huang	*	*
Andrew Yan	*	*
Hope Ni	*	*
Alec Tsui	*	*
Zhilei Tong	*	*
Alex Tong	*	*
Amy Tung	*	*
Directors and Executive Officers Combined	25,748,411	52.6%
Principal Shareholders:		
Joingear Limited ⁽⁴⁾	18,427,074	38.6%
HSBC International Trustee Limited ⁽⁵⁾	9,804,588	20.5%
Able Knight Development Limited ⁽³⁾	4,998,988	10.5%
Lijun Mai ⁽⁶⁾	4,805,600	10.1%
Cheng-Yaw Sun ⁽⁷⁾	3,212,000	6.7%
Alpha Advantage Global Limited ⁽⁸⁾	4,717,100	9.9%
Jiangong Zhao ⁽⁸⁾	4,717,100	9.9%

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* Beneficially owns less than 1% of our common shares.

- (1) The number of common shares beneficially owned by each of the listed persons includes common shares that such person has the right to acquire within 60 days after April 5, 2018.
- (2) Percentage of beneficial ownership for each of the persons listed above is determined by dividing (i) the number of common shares beneficially owned by such person by (ii) the total number of common shares outstanding, plus the number of common shares such person has the right to acquire within 60 days after April 5, 2018. The total number of our common shares outstanding as of April 5, 2018 is 47,754,386.
- (3) Includes (i) (a) 264,986 common shares and (b) options to purchase 1,102,095 common shares held by Kevin Xiaofeng Ma, (ii) 4,998,988 common shares held by Able Knight Development Limited, which is a British Virgin Islands company ultimately wholly-owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of the Cayman Islands with Kevin Xiaofeng Ma as the settlor and certain family members of Kevin Xiaofeng Ma as the beneficiaries, and (iii) 18,427,074 common shares held by Joingear Limited, which is a British Virgin Islands company with 50.01% and 49.99% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Group Limited, respectively. Kevin Xiaofeng Ma is the sole director of Able Knight Development Limited. The business address of Able Knight Development Limited is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands. Kevin Xiaofeng Ma and Zhilei Tong are directors of Joingear Limited. The business address of Joingear Limited is OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.
- (4) Includes 18,427,074 common shares held by Joingear Limited, based on Schedule 13D Amendment No. 3 filed jointly by Kevin Xiaofeng Ma, Able Knight Development Limited, Precious Time Holdings Limited, Ma Family Trust and Joingear Limited on February 8, 2018. Joingear Limited is a British Virgin Islands company. Kevin Xiaofeng Ma and Zhilei Tong are directors of Joingear Limited.
- (5) Based on a report provided by HSBC International Trustee Limited on March 7, 2018. Includes 4,998,988 common shares and 2,402,800 ADSs (representing 4,805,600 common shares) held by HSBC International Trustee Limited solely in its capacity as trustee

of various trusts. These trusts include Able Knight Development Limited, holding 4,998,988 common shares, Mutual Step Holdings Limited, holding 802,800 ADSs (representing 1,605,600 common shares), Art Grace Development Limited, holding 800,000 ADSs (representing 1,600,000 common shares) and Art Kind Technology Limited, holding 800,000 ADSs (representing 1,600,000 common shares). The registered address of HSBC International Trustee Limited is 21 Collyer Quay, #19-01 HSBC Building, Singapore 049320.

- (6) Based on a Schedule 13G filed jointly by Lijun Mai, Mutual Step Holdings Limited, Magnificent Trio Company Limited, Wealth Trust, Art Kind Technology Limited, New Knight Holdings Limited, Sunrise Trust, Art Grace Development Limited, Unique Icon Limited and Value Trust on February 17, 2009 and a report provided by HSBC International Trustee Limited on March 7, 2018. Includes 1,605,600 common shares held by Mutual Step Holdings Limited, 1,600,000 common shares held by Art Kind Technology Limited and 1,600,000 common shares held by Art Grace Development Limited. Each of Mutual Step Holdings Limited, Art Kind Technology Limited and Art Grace Development Limited is a British Virgin Islands company ultimately wholly-owned by HSBC International Trustee Limited as trustee of an irrevocable trust constituted under the laws of Cayman Islands with Lijun Mai or certain family members of Lijun Mai as the settler and beneficiaries. Lijun Mai is the sole director of Mutual Step Holdings Limited. The business address of each of Mutual Step Holdings Limited, Art Kind Technology Limited and Art Grace Development Limited is Portcullis Chambers, 4th Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands.
- (7) Includes 936,936 common shares and 531,532 ADSs (representing 1,063,064 common shares) held of record by Twittering World Limited and 1,212,000 common shares held of record by Xing Wei Institute Inc. Based on Schedule 13D filed jointly by Cheng-Yaw Sun, Twittering World Limited and Xing Wei Institute Inc. on November 22, 2013. Cheng-Yaw Sun, as sole director and shareholder of Twittering World Limited and sole director of Xing Wei Institute Inc. may be deemed to have sole voting and dispositive power over the shares held of record by Twittering World Limited and Xing Wei Institute Inc.
- (8) Based on a Schedule 13G Amendment No. 1 filed jointly by Jiangong Zhao, Dynamic Fame Limited and Alpha Advantage Global Limited on January 22, 2018. Includes 188,000 common shares held of record by Dynamic Fame Limited and 4,529,100 common shares held of record by Alpha Advantage Global Limited. Dynamic Fame Limited is a British Virgin Islands company and a wholly owned subsidiary of Alpha Advantage Global Limited. Alpha Advantage Global Limited is a British Virgin Islands company wholly owned by Jiangong Zhao. The business address of Alpha Advantage Global Limited is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands and the business address of Dynamic Fame Limited is Office 1601, 16/F, 31 Queen's Road Central, Hong Kong.

None of our shareholders have different voting rights from other shareholders. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company. See Item 6.B. "Directors, Senior Management and Employees — Compensation — Share Incentives" for information on options granted to our current directors and executive officers. To our knowledge, as of April 5, 2018, none of our common shares were held by holders of record in the United States. However, 23,724,232 common shares were registered in the name of a nominee of Citibank, N.A., the depository of our ADSs. It is likely that a large number of beneficial owners of our ADSs reside in the United States.

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ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

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

B. Related Party Transactions

Contractual Arrangements with Our Variable Interest Entity and its Shareholders

PRC laws and regulations currently limit foreign ownership of companies that engage in certain businesses related to, among other things, value-added telecommunication services and international education business. Due to these restrictions, we operate our relevant business through contractual arrangements with our variable interest entity. For a description of these contractual arrangements, see Item 4.A. "Information on the Company — History and Development of the Company — Contractual Arrangements with ATA Intelligent Learning."

Receivable due from shareholder

In May 2015, we terminated the VIE agreements with the nominee shareholders of ATA Online. The entire equity interests of ATA Online were transferred from the nominee shareholders to ATA Learning and Zhongxiao Zhixing for a consideration of RMB 10.0 million, equaling to the amount of the registered capital of ATA Online. As a result, ATA Online became a wholly owned subsidiary of our company. The consideration was paid to the nominee shareholders. Mr. Haichang Xiong, transferred his consideration of RMB 1.0 million to Mr. Kevin Xiaofeng Ma on March 29, 2016 and we received RMB 10.0 million in cash from Mr. Kevin Xiaofeng Ma on June 7, 2017.

Sublease of Jianwai SOHO office to Master Mind

ATA Testing subleased Jianwai SOHO office to an equity investee, Master Mind, with a contract term from May 17, 2015 to May 16, 2020. Since June 2017, Master Mind has encountered severe cash flow and going concern issues and stopped making rent payment to the Company. The Company recognized a total sublease income of RMB 650,478 and RMB 207,346 for the year ended

March 31, 2017 and nine months ended December 31, 2017, respectively. In February 2018, the sublease agreement was terminated.

Disposal of Partial Equity Interest in Zhishang to Tianjin Zhishang

On June 27, 2017, ATA Online entered into an agreement to sell 15% equity interest in Zhishang to Tianjin Zhishang Education Technology Limited Partnership (“Tianjin Zhishang”) for a total cash consideration of RMB 1,253,550. The executive partner of Tianjin Zhishang is the CEO and a director of ATA Online.

Agreements among ATA BVI, ATA Learning and ATA Online

We previously operated most of our business in China through ATA Online, a PRC company that was previously held by PRC citizens and then became a wholly-owned subsidiary of our company in May 2015. We did not own any equity interest in ATA Online before it became our subsidiary in May 2015. Through ATA Learning, our wholly-owned subsidiary in the PRC, we had entered into a series of contractual arrangements with ATA Online and its shareholders, including loan agreements, a call option and cooperation agreement, an equity pledge agreement, a technical support agreement, a strategic consulting service agreement and powers of attorney.

The following is a summary of certain provisions of these prior agreements. All of these agreements were terminated with effect from May 20, 2015. For more complete information you should read them in their entirety.

Technical support agreement, dated October 27, 2006. Under this prior agreement, ATA Learning provided ATA Online with exclusive technical support services for the maintenance of ATA Online’s servers, networks and other equipment, software and systems. In return, ATA Online paid a quarterly service fee to ATA Learning. The service fee was mutually agreed by both parties, and was determined based on certain objective criteria such as the actual services required by ATA Online and the actual labor costs, as determined by the number of days and personnel involved, incurred by ATA Learning for providing the services during the relevant period. In addition, ATA Online reimbursed ATA Learning for out of pocket costs ATA Learning incurred in connection with providing the services.

Strategic consulting service agreement, dated October 27, 2006. Under this prior agreement, ATA Learning provided ATA Online with strategic consulting and related services for ATA Online’s business, including (1) valuation of new products; (2) industry investigation and survey; (3) marketing and promotion strategies; and (4) other services related to ATA Online’s online education services business. The fees for these services were confirmed by ATA Learning and calculated monthly but paid quarterly based on actual time spent in providing the services. In addition, ATA Learning had the right to adjust the fees payable by ATA Online in accordance with its performance.

Equity pledge agreement, dated October 27, 2006, as amended and restated on February 12, 2007, as amended on July 7, 2009 and as amended on April 13, 2015. To secure the payment obligations of ATA Online under the exclusive technical support agreement and the strategic consulting service agreement described above and provide additional covenants, ATA Online’s shareholders had pledged to ATA Learning their entire equity ownership interests in ATA Online. Upon the occurrence of certain events of default specified in this agreement, ATA Learning could bring a lawsuit against ATA Online in a local PRC court to confirm the debt amount and enforce the pledge by foreclosing on the pledged equity interest. Upon foreclosure, the pledged assets would be sold off by the court in a public auction and the proceeds used to satisfy ATA Online’s outstanding liabilities under the equity pledge agreement. ATA Learning or its designee could also take part in the auction to bid for the pledged assets itself. The purpose of the equity pledges was to act as collateral for ATA Online’s performance under those agreements.

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Loans to the Shareholders of ATA Online, dated October 27, 2006, as amended on February 12, 2007, on July 7, 2009 and on April 13, 2015. ATA BVI entered into loan agreements with each of Kevin Xiaofeng Ma, Haichang Xiong, Walter Lin Wang and Jianguo Wang, the shareholders of ATA Online to extend each of Kevin Xiaofeng Ma, Haichang Xiong, Walter Lin Wang and Jianguo Wang an interest free loan in the amount of RMB 9.0 million, RMB 1.0 million, RMB 1.0 million and RMB 0.1 million, respectively, for the sole purpose of investing in ATA Online as ATA Online’s registered capital. The initial term of these loans in each case was ten years, which could be extended upon the parties’ agreement. Kevin Xiaofeng Ma, Haichang Xiong, Walter Lin Wang and Jianguo Wang could only repay the loans by transferring all of their interests in ATA Online to ATA BVI or to a third party designated by ATA BVI.

Call Option and Cooperation Agreement, dated October 27, 2006, as amended and restated on February 12, 2007, as amended on July 7, 2009 and April 13, 2015. Through the prior call option and cooperation agreement entered into among ATA BVI, ATA Online and its shareholders, ATA BVI or any third party designated by ATA BVI had the right to acquire, in whole or in part, the respective equity interests in ATA Online of its shareholders or ATA Online’s assets when permitted by applicable PRC laws and regulations. The proceeds from the exercise of the call option would be applied to repay the loans under the loan agreement described above. Further, without ATA BVI’s prior written consent, ATA Online and its shareholders were prohibited from selling, assigning, mortgaging or otherwise disposing, or creating any encumbrance on, any of ATA Online’s assets or operation or any legal or beneficial interests with respect to its revenues, entering into any transaction which might materially affect ATA Online’s assets, liabilities, operations, equity or other legal rights, or distributing any dividends to its shareholders.

Power of Attorney, dated March 27, 2013, April 3, 2013 and April 13, 2015. Under these agreements, Haichang Xiong and Kevin Xiaofeng Ma, each irrevocably and exclusively appointed and constituted ATA Learning or its designee as his attorney-in-fact to exercise on his behalf any and all rights that he had as the shareholder of ATA Online.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated statements and other financial information.

Our consolidated financial statements are included at the end of this transition report.

Legal Proceedings

We are not currently involved in any litigation, arbitration or administrative proceedings that could have a material adverse effect on our financial condition or results of operations. From time to time, we may be subject to various claims and legal actions arising in the ordinary course of business.

Dividend Policy

On June 1, 2017, we have declared a cash dividend of \$0.205 per common share, or \$0.41 per ADS. The total amount of cash dividend distributed was RMB 65.7 million, which was paid from the cash held by ATA Inc. in June and July 2017 to all shareholders of record as of the close of business on June 12, 2017.

On February 6, 2018, ATA entered into the Share Purchase Agreement with the Buyer Group with respect to the sale of ATA Online. To share value with our shareholders, our board of directors has preliminarily approved to use a portion of the proceeds from the transactions contemplated under the Share Purchase Agreement to pay a cash dividend to our shareholders subject to compliance with applicable Cayman Islands and PRC laws. However, the timing and amount of any cash dividend has not been decided as of the date of this transition report, and may vary depending on several factors, including the progress of this transaction, funding needs for our remaining businesses, our mergers and acquisitions plans, as well as any contingent liabilities or other unforeseen matters in connection with this transaction.

Any future determination to pay dividends will be made at the discretion of our board of directors and will be based upon our future operations and earnings, capital requirements and surplus, general financial condition, shareholders' interests, contractual restrictions and other factors our board of directors may deem relevant.

Holders of our ADSs will be entitled to receive dividends, if any, subject to the terms of the deposit agreement, to the same extent as the holders of our common shares. Cash dividends will be paid to the depository in U.S. dollars, which will distribute them to the holders of ADSs according to the terms of the deposit agreement. Other distributions, if any, will be paid by the depository to the holders of ADSs in any means it deems legal, fair and practical.

Under China's EIT Law and its Implementation Rules, both of which became effective on January 1, 2008, dividends from our PRC subsidiaries to us may be subject to a 10% withholding tax if such dividends are derived from profits generated after January 1, 2008. If we are deemed to be a PRC resident enterprise, the withholding tax may be exempted, but we will be subject to a 25% tax on our worldwide income, and our non-PRC enterprise investors may be subject to PRC income tax withholding at a rate of 10%. See Item 3.D. "Key Information — Risk Factors — Risks Relating to Regulations of Our Business — Under the EIT Law, we may be classified as a 'resident enterprise' of China. Such classification will likely result in unfavorable tax consequences to us and U.S. holders of our ADSs or common shares," and Item 10.E. "Additional Information — Taxation — People's Republic of China Taxation."

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B. Significant Changes

Except as disclosed elsewhere in this transition report, we have not experienced any significant changes since the date of our audited financial statements included in this report.

ITEM 9. THE OFFER AND LISTING

A. Offering and Listing Details.

Price Range of Our ADSs

Our ADSs are listed for trading on the Nasdaq Global Market under the symbol "ATAI". The following table sets forth the monthly high and low trading prices of our ADSs on the Nasdaq Global Market for the periods indicated:

	High		Low	
Yearly Highs and Lows:				
Fiscal year ended March 31, 2014	\$	6.41	\$	3.78
Fiscal year ended March 31, 2015	\$	5.53	\$	2.50
Fiscal year ended March 31, 2016	\$	7.35	\$	2.03
Fiscal year ended March 31, 2017	\$	6.91	\$	2.96
Nine months ended December 31, 2017	\$	6.62	\$	3.40

Quarterly Highs and Lows:			
Quarter ended March 31, 2016	\$	7.32	\$ 3.97
Quarter ended June 30, 2016	\$	6.91	\$ 4.41
Quarter ended September 30, 2016	\$	4.90	\$ 3.33
Quarter ended December 31, 2016	\$	4.58	\$ 3.30
Quarter ended March 31, 2017	\$	4.10	\$ 2.96
Quarter ended June 30, 2017	\$	5.00	\$ 3.40
Quarter ended September 30, 2017	\$	5.24	\$ 4.37
Quarter ended December 31, 2017	\$	6.62	\$ 4.05
Monthly Highs and Lows:			
September 2017	\$	4.85	\$ 4.60
October 2017	\$	4.79	\$ 4.54
November 2017	\$	5.30	\$ 4.05
December 2017	\$	6.62	\$ 4.61
January 2018	\$	5.82	\$ 4.65
February 2018	\$	6.19	\$ 4.60
March 2018	\$	5.38	\$ 5.05
April 2018 (through April 5, 2018)	\$	5.39	\$ 5.07

On April 5, 2018, the closing sale price of our ADSs as reported on the Nasdaq Global Market was US\$5.26 per ADS.

B. Plan of Distribution

Not applicable.

C. Markets

See Item 9.A. above.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

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ITEM 10. ADDITIONAL INFORMATION

A. Share capital

Not applicable.

B. Memorandum and Articles of Association

We incorporate by reference into this transition report the description of our third amended and restated memorandum and articles of association contained in “Description of Share Capital” of our F-1 registration statement (File No. 333-148512) originally filed with the Securities and Exchange Commission on January 8, 2008, as amended.

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described in Item 4. “Information on the Company”, Item 5. “Operating and Financial Review and Prospects”, Item 7. “Major Shareholders and Related Party Transactions” or elsewhere in this transition report on Form 20-F.

D. Exchange Controls

Regulation of Foreign Exchange

China’s government imposes restrictions on the convertibility of the Renminbi and on the collection and use of foreign currency by Chinese entities. Under current regulations, the Renminbi is convertible for current account transactions, which include dividend distributions, interest payments, and the import and export of goods and services. Conversion of Renminbi into foreign currency and foreign currency into Renminbi for capital account transactions, such as direct investment, portfolio investment and loans, however, is still generally subject to the prior approval of the PRC State Administration of Foreign Exchange, or SAFE.

Under current Chinese regulations, Foreign-Invested Enterprises such as our Chinese subsidiaries are required to apply to SAFE for a Foreign Exchange Registration Certificate for Foreign-Invested Enterprise. With such a foreign exchange registration certificate (which is subject to review and renewal by SAFE on an annual basis), a foreign-invested enterprise may open foreign exchange bank accounts at banks authorized to conduct foreign exchange business by SAFE and may buy, sell and remit foreign exchange through such banks, subject to documentation and approval requirements. Foreign-invested enterprises are required to open and maintain separate foreign exchange accounts for capital account transactions and current account transactions. In addition, there are restrictions on the amount of foreign currency that foreign-invested enterprises may retain in such accounts.

The value of the Renminbi against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange policies. The People's Bank of China regularly intervenes in the foreign exchange market to limit fluctuations in Renminbi exchange rates and achieve policy goals.

Dividend Distributions

We have adopted a holding company structure, and our holding company may rely on dividends and other distributions on equity paid by our current and future Chinese subsidiaries for their cash requirements, including the funds necessary to service any debt we may incur or financing we may need for operations not carried through our Chinese subsidiaries. Chinese legal restrictions permit payments of dividends by our Chinese subsidiaries only out of their accumulated after-tax profits, if any, determined in accordance with Chinese accounting standards and regulations. Our Chinese subsidiaries are also required under Chinese laws and regulations to allocate at least 10% of their after-tax profits determined in accordance with PRC GAAP to statutory reserves until such reserves reach 50% of the company's registered capital. Allocations to these statutory reserves and funds can only be used for specific purposes and are not transferable to us in the form of loans, advances or cash dividends. As of December 31, 2017, our Chinese subsidiaries allocated RMB 62.3 million (\$9.6 million) to the general reserve fund, which is restricted for distribution to the Company. Any limitations on the ability of our Chinese subsidiaries to transfer funds to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends and otherwise fund and conduct our business.

E. Taxation

The following is a general summary of the material Cayman Islands, U.S. federal and People's Republic of China income tax consequences relevant to an investment in our ADSs and common shares. The discussion is not intended to be, nor should it be construed as, legal or tax advice to any particular prospective purchaser or current holders of our ADSs. The discussion is based on laws and relevant interpretations thereof in effect as of the date of this transition report, all of which are subject to change or different interpretations, possibly with retroactive effect. The discussion does not address United States state or local tax laws, or tax laws of jurisdictions other than the Cayman Islands and the United States. You should consult your own tax advisors with respect to the consequences of acquisition, ownership and disposition of our ADSs and common shares.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty or withholding tax applicable to us or to any holder of ADSs or common shares. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is a party to a double tax treaty entered into with the United Kingdom in 2010 but is otherwise not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

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Pursuant to Section 6 of the Tax Concessions Law (1999 Revision) of the Cayman Islands, we have obtained an undertaking from the Governor-in-Cabinet:

- that no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciations shall apply to the Company or its operations; and
- that the aforesaid tax or any tax in the nature of estate duty or inheritance tax shall not be payable on the shares, debentures or other obligations of the Company.

The undertaking for us is for a period of twenty years from October 3, 2006.

People's Republic of China Taxation

In 2007 China passed a new Enterprise Income Tax Law, or the EIT Law, and its Implementing Rules, both of which became effective on January 1, 2008. The EIT Law created a new "resident enterprise" classification, which, if applied to us, would impose a 10% withholding tax on our non-PRC enterprise shareholders and, pursuant to Circular of the Ministry of Finance and the State Administration of Taxation on Some Policy Issues regarding Personal Income Tax (Cai Shui Zi [1994] No. 020), the dividend and bonus incomes received by individual aliens from the foreign-invested enterprises are temporarily exempted from individual income tax and hence, the dividends we pay to our non-PRC individual shareholders may be qualified to enjoy the individual income tax exemption if certain conditions are met; otherwise, a potential 20% individual income tax may be applied on dividends we pay to them if such dividends are derived from profits generated after January 1, 2008 and with respect to gains derived by our non-PRC shareholders from disposition of our shares or ADSs, if such dividends or gains are determined to have been derived from sources within China. See Item 3.D. "Key

Information — Risk Factors — Risks Relating to Regulations of Our Business — Under the EIT Law, we may be classified as a “resident enterprise” of China. Such classification will likely result in unfavorable tax consequences to us and U.S. holders of our ADSs or common shares.”

If we are not deemed as a resident enterprise, then dividends payable to our non-PRC shareholders and gains from disposition of our shares of ADSs by our non-PRC shareholders will not be subject to PRC withholding income tax.

United States Federal Income Taxation

This discussion describes the material U.S. federal income tax consequences to U.S. Holders (as defined below) of the purchase, ownership and disposition of our ADSs or common shares. This discussion does not address any aspect of U.S. federal gift or estate tax, the Medicare tax, or the state, local or non-U.S. tax consequences of an investment in our ADSs and common shares. This discussion applies to you only if you beneficially own our ADSs or common shares as capital assets for U.S. federal income tax purposes. This discussion does not apply to U.S. Holders who are members of a class of holders subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for securities holdings;
- banks or certain financial institutions;
- insurance companies;
- tax-exempt organizations;
- partnerships or other entities treated as partnerships or other pass-through entities for U.S. federal income tax purposes or persons holding ADSs or common shares through any such entities;
- regulated investments companies or real estate investment trusts;
- persons that hold ADSs or common shares as part of a hedge, straddle, constructive sale, conversion transaction or other integrated investment;
- persons whose functional currency for tax purposes is not the U.S. dollar;
- persons liable for alternative minimum tax; or
- persons who actually or constructively own 10% or more of the total combined voting power of all classes of our shares (including ADSs and common shares) entitled to vote.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended, which we refer to in this discussion as the Code, its legislative history, existing and proposed regulations promulgated thereunder, published rulings and court decisions, all as of the date hereof. These laws are subject to change, possibly on a retroactive basis. In addition, this discussion relies on our assumptions regarding the value of our ADSs and common shares and the nature of our business over time. Finally, this discussion is based in part upon the representation of the depositary and the assumption that each obligation in the deposit agreement and any related agreement will be performed in accordance with its terms.

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Prospective purchasers are urged to consult their own tax advisor concerning the particular U.S. federal income tax consequences to them of the purchase, ownership and disposition of our ADSs and common shares, as well as the consequences to them arising under the laws of any other taxing jurisdiction.

For purposes of the U.S. federal income tax discussion below, you are a “U.S. Holder” if you beneficially own ADSs or common shares as capital assets within the meaning of Section 1221 of the Code and are:

- an individual citizen or resident of the United States for U.S. federal income tax purposes;
- a corporation, or other entity taxable as a corporation, that was created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (a) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) the trust has a valid election in effect to be treated as a U.S. person.

For U.S. federal income tax purposes, income earned through a U.S. or non-U.S. partnership or other flow-through entity is attributed to its owners. Accordingly, if a partnership or other flow-through entity holds ADSs or common shares, the tax treatment of the

holder will depend on the status of the partner or other owner and the activities of the partnership or other flow-through entity.

The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the claiming of foreign tax credits for U.S. holders of ADSs. Such actions would also be inconsistent with the claiming of the reduced rate of tax, as described below, applicable to dividends received by certain non-corporate holders. Accordingly, the availability of the reduced tax rate for dividends received by certain non-corporate holders could be affected by actions taken by intermediaries in the chain of ownership between the holder of an ADS and our company.

Dividends on ADSs or Common Shares

Subject to the “Passive Foreign Investment Company” discussion below, if we make distributions and you are a U.S. Holder, the gross amount of any distributions with respect to your ADSs or common shares (including the amount of any taxes withheld therefrom) will be includible in your gross income on the day you actually or constructively receive such income as dividend income if the distributions are made from our current or accumulated earnings and profits, calculated according to U.S. federal income tax principles. With respect to non-corporate U.S. holders, certain dividends received from a qualified foreign corporation may be subject to a reduced capital gains rate of taxation. A non-U.S. corporation (other than passive foreign investment corporation) is treated as a qualified foreign corporation with respect to dividends from that corporation on shares (or ADSs backed by such shares) that are readily tradable on an established securities market in the United States. U.S. Treasury Department guidance indicates that our ADSs, which are listed on the Nasdaq Global Market, but not our common shares, will be readily tradable on an established securities market in the United States. You should consult your own tax advisor as to the rate of tax that will apply to you with respect to dividend distributions, if any, that you receive from us.

Subject to the “Passive Foreign Investment Company” discussion below, to the extent, if any, that the amount of any distribution by us on ADSs or common shares exceeds our current and accumulated earnings and profits as determined under U.S. federal income tax principles, it will be treated first as a tax-free return of the U.S. Holder’s adjusted tax basis in the ADSs or common shares and thereafter as capital gain. However, we do not intend to calculate our earnings and profits according to U.S. federal income tax principles. Accordingly, distributions on our ADSs or common shares, if any, will generally be reported to you as dividend distributions for U.S. tax purposes. Corporations will not be entitled to claim a dividends-received deduction with respect to distributions made by us. Dividends may constitute foreign source passive income for purposes of the U.S. foreign tax credit rules. You should consult your own tax advisors as to your ability, and the various limitations on your ability, to claim foreign tax credits in connection with the receipt of dividends.

Sales and Other Dispositions of ADSs or Common Shares

Subject to the “Passive Foreign Investment Company” discussion below, when you sell or otherwise dispose of ADSs or common shares, you will recognize capital gain or loss in an amount equal to the difference between the amount realized on the sale or other disposition and your adjusted tax basis in the ADSs or common shares. Any such gains or losses that you recognize will be treated as U.S. source income for foreign tax credit purposes. Your adjusted tax basis will equal to the amount you paid for the ADSs or common shares. Any gain or loss you recognize will be long-term capital gain or loss if your holding period in our ADSs or common shares is more than one year at the time of disposition. If you are a non-corporate U.S. Holder, including an individual, any such long-term capital gain will be taxed at preferential rates. Your ability to deduct capital losses will be subject to various limitations.

Passive Foreign Investment Company

We believe that we were not a passive foreign investment company, or PFIC, for U.S. federal income tax purposes for our taxable year ended December 31, 2017, and we do not expect to be a PFIC in any future taxable year. However, PFIC status is tested each year and depends on the composition of our assets and income and the value of our assets from time to time. Since we currently hold, and expect to continue to hold, a substantial amount of cash and other passive assets and, since the value of our assets is to be determined in large part by reference to the market prices of our ADSs and common shares, which is likely to fluctuate over time, there can be no assurance that we will not be a PFIC for any taxable year.

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We will be classified as a PFIC in any taxable year if either: (a) the average quarterly value of our gross assets that produce passive income or are held for the production of passive income is at least 50% of the average quarterly value of our total gross assets or (b) 75% or more of our gross income for the taxable year is passive income (such as certain dividends, interest or royalties). For purposes of the first test: (a) any cash and cash invested in short-term, interest bearing, debt instruments, or bank deposits that are readily convertible into cash will count as producing passive income or held for the production of passive income, and (b) the total value of our assets is calculated based on our market capitalization.

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, at least 25% (by value) of the stock.

If we were a PFIC for any taxable year during which you held ADSs or common shares, certain adverse U.S. federal income tax rules would apply. You would be subject to additional taxes and interest charges on certain “excess distributions” we make and on any gain realized on the disposition or deemed disposition of your ADSs or common shares, regardless of whether we continue to be a PFIC in the year in which you receive an “excess distribution” or dispose of or are deemed to dispose of your ADSs or common shares. Distributions in respect of your ADSs or common shares during a taxable year would constitute “excess distributions” if, in the aggregate, they exceed 125% of the average amount of distributions with respect to your ADSs or common shares over the three preceding taxable

years or, if shorter, the portion of your holding period before such taxable year.

To compute the tax on “excess distributions” or any gain, (a) the “excess distribution” or the gain would be allocated ratably to each day in your holding period, (b) the amount allocated to the current year and any tax year prior to the first taxable year in which we were a PFIC would be taxed as ordinary income in the current year, (c) the amount allocated to other taxable years would be taxable at the highest applicable marginal rate in effect for that year, and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year. In addition, if we were a PFIC, no distribution that you might receive from us would qualify for taxation at the preferential rate discussed in the Item 10.E. “Additional Information — Taxation — Dividends on ADSs or Common Shares” section above.

Under certain attribution rules, if we are a PFIC, you will be deemed to own your proportionate share of lower-tier PFICs, and will be subject to U.S. federal income tax on (a) a distribution on the shares of a lower-tier PFIC and (b) a disposition of shares of a lower-tier PFIC, both as if you directly held the shares of such lower-tier PFIC.

Each U.S. Holder of a PFIC is required to file an annual report containing such information as the U.S. Treasury may require and may be required to file Internal Revenue Service Form 8621 regarding distributions received on the ADSs or common shares and any gain realized on the disposition of the ADSs or common shares. You should consult with your own tax advisor regarding reporting requirements with regard to your ADSs and common shares.

If we were a PFIC in any year, you would generally be able to avoid the “excess distribution” rules described above by making a timely so-called “mark-to-market” election with respect to your ADSs provided our ADSs are “marketable.” Our ADSs will be “marketable” as long as they remain regularly traded on a national securities exchange, such as the Nasdaq Global Market. If you made this election in a timely fashion, you would recognize as ordinary income or ordinary loss the difference between the fair market value of the ADSs as of the close of your taxable year over your adjusted basis in such ADSs. Any ordinary income resulting from this election would be taxed at ordinary income rates and would not be eligible for the reduced rate of tax applicable to qualified dividend income. Any ordinary losses would be limited to the extent of the net amount of previously included income as a result of the mark-to-market election, if any. Your basis in the ADSs would be adjusted to reflect any such income or loss. You should consult your own tax advisor regarding potential advantages and disadvantages to you of making a “mark-to-market” election with respect to your ADSs. The mark-to-market election will not be available for any lower tier PFIC that is deemed owned pursuant to the attribution rules discussed above. We do not intend to provide you with the information you would need to make or maintain a “Qualified Electing Fund” election and therefore, you will not be able to make or maintain such an election with respect to your ADSs or common shares.

U.S. Information Reporting and Backup Withholding Rules

Dividend payments with respect to the ADSs or common shares and the proceeds received on the sale or other disposition of ADSs or common shares may be subject to information reporting to the IRS and to backup. Backup withholding will not apply, however, if you (a) are a corporation or come within certain other exempt categories and, when required, can demonstrate that fact or (b) provide a taxpayer identification number, certify as to no loss of exemption from backup withholding and otherwise comply with the applicable backup withholding rules. To establish your status as an exempt person, you will be required to provide certification on IRS Form W-9. Backup withholding is not an additional tax. The amount of any backup withholding will generally be allowed as a refund or a credit against your U.S. federal income tax liability, provided that you furnish the required information to the IRS. Certain individuals holding the ADSs or common shares other than in an account at a U.S. financial institution may be subject to additional information reporting requirements.

PROSPECTIVE PURCHASERS OF OUR ADSS AND COMMON SHARES SHOULD CONSULT THEIR OWN TAX ADVISOR REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES RESULTING FROM PURCHASING, HOLDING OR DISPOSING OF OUR ADSS AND COMMON SHARES, INCLUDING THE APPLICABILITY AND EFFECT OF THE TAX LAWS OF ANY STATE, LOCAL OR NON-US JURISDICTION AND INCLUDING ESTATE, GIFT AND INHERITANCE LAWS.

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F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts.

Not applicable.

H. Documents on Display

We previously filed with the Securities and Exchange Commission our registration statement on Form F-1 as amended.

We have filed this transition report on Form 20-F with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Statements made in this transition report as to the contents of any document referred to are not necessarily complete. With respect to each such document filed as an exhibit to this transition report, reference is made to the exhibit for a more complete description of the matter involved, and each such statement shall be deemed qualified in its entirety by such reference.

We are subject to the informational requirements of the Exchange Act and file reports and other information with the Securities and Exchange Commission. Reports and other information which the Company filed with the Securities and Exchange Commission, including this transition report on Form 20-F, may be inspected and copied at the public reference room of the Securities and Exchange Commission at 100 F Street, N.E. Washington D.C. 20549.

You can also obtain copies of this transition report on Form 20-F by mail from the Public Reference Section of the Securities and Exchange Commission, 100 F Street, N.E., Washington D.C. 20549, at prescribed rates. Additionally, copies of this material may be obtained from the Securities and Exchange Commission's Internet site at <http://www.sec.gov>. The Commission's telephone number is 1-800-SEC-0330.

I. Subsidiaries Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

Our exposure to interest rate risk primarily relates to interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. We have not used derivative financial instruments in our investment portfolio. Interest-earning instruments carry a degree of interest rate risk. We have not been exposed, nor do we anticipate being exposed, to material risks due to changes in market interest rates. However, our future interest income may fall short of expectations due to changes in market interest rates.

Foreign Currency Risk

Because substantially all of our revenues and expenditures are denominated in Renminbi, fluctuations in the exchange rate between the U.S. dollar and Renminbi will affect our balance sheet and earnings per share in U.S. dollars. In addition, appreciation or depreciation in the value of the Renminbi relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. Fluctuations in the exchange rate will also affect the relative value of any dividend we issue that will be exchanged into U.S. dollars and earnings from and the value of any U.S. dollar-denominated investments we make in the future.

The value of the Renminbi against the U.S. dollar and other currencies is affected by, among other things, changes in China's political and economic conditions and China's foreign exchange policies. On July 21, 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi to the U.S. dollar. However, the People's Bank of China regularly intervenes in the foreign exchange market to limit fluctuations in Renminbi exchange rates and achieve policy goals. Following the removal of the U.S. dollar peg, the Renminbi appreciated more than 25% against the U.S. dollar over the following eight years. Since reaching a high against the U.S. dollar in July 2008, however, the Renminbi has traded within a narrow range against the U.S. dollar. On June 19, 2010, the People's Bank of China announced the removal of the de facto peg. In April 2012, the trading band has been widened to 1%, and in March 2014 it was further widened to 2%, which allows the Renminbi to fluctuate against the U.S. dollar by up to 2% above or below the central parity rate published by the PBOC. In August 2015, the PBOC changed the way it calculates the mid-point price of Renminbi against U.S. dollar, requiring the market-makers who submit for the PBOC's reference rates to consider the previous day's closing spot rate, foreign-exchange demand and supply as well as changes in major currency rates. This change, and other changes such as widening the trading band that may be implemented, may increase volatility in the value of the Renminbi against foreign currencies. Renminbi has appreciated from 6.7968 Renminbi per U.S. dollar on June 21, 2010 to 6.3045 Renminbi per U.S. dollar on April 5, 2018, though there also have been periods when the Renminbi has lost value against the U.S. dollar.

Very limited hedging transactions are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedging transactions may be limited and we may not be able to successfully hedge our exposure at all. In addition, our currency exchange losses may be magnified by Chinese exchange control regulations that restrict our ability to convert Renminbi into foreign currency.

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ATA Inc., ATA BVI and Xing Wei's functional currency is the U.S. dollar, which resulted in our exposure to foreign currency exchange risk. Primarily as a result of the appreciation of the Renminbi against the U.S. dollar, the translation of the net assets of ATA Inc. and ATA BVI to Renminbi during consolidation resulted in translation loss of RMB 2,335,054 (\$358,891) which we recognized as a component of other comprehensive loss as of December 31, 2017. If the Renminbi against U.S. dollar as of December 31, 2017 had further appreciated by 10% from 6.5342 to 5.9402 as of December 31, 2017, the other comprehensive loss would have increased by RMB RMB 529,733 (\$81,418). Further, we recognized a net foreign currency exchange loss of RMB 45,472 (\$6,989) as a result of the re-measurement of the foreign currency denominated monetary assets and liabilities. If the Renminbi against U.S. dollar as of December 31, 2017 had further appreciated by 10% from 6.5342 to 5.9402 as of December 31, 2017, the foreign currency exchange loss would have decreased by RMB 899,847 (\$138,304) to be a foreign exchange gain.

Inflation

China has generally not experienced significant inflation in recent years. According to China's National Bureau of Statistics, the changes in China's consumer price index was 1.4%, 2.3% and 1.6% in the years 2015, 2016 and 2017, respectively. In February 2018, the year-over-year change in China's consumer price index was 2.9%. Neither inflation nor deflation has had a material impact on our results of operations to date, and we do not currently expect the recent inflation in China to have a significant effect on our operations.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Fees Payable by ADS Holders

Citibank, N.A., the depositary of our ADR program, collects its fees for issuance and cancellation of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. Such fees are typically paid to the depositary by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary and by the brokers (on behalf of their clients) delivering the ADSs to the depositary for cancellation. The brokers in turn charge these transaction fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary service fee are charged by the depositary to the holders of record of ADSs as of the applicable ADS record date. In the case of cash distributions, the depositary fees are generally deducted from the cash being distributed. In the case of distributions other than cash (e.g., stock dividends, rights, etc.), the depositary charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or in DRS), the depositary sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary generally collects its fees through the settlement systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositary.

In the event of refusal to pay the depositary fees the depositary may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees (subject payment of the applicable fees) from any distribution to be made to the ADS holder.

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An ADS holder is required to pay the following service fees to the depositary:

Service	Fees
· Issuance of ADSs	US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued
· Cancellation of ADSs	US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued
· Distribution of cash dividends or other cash distributions	US\$2.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued
· Distribution of ADSs pursuant to stock dividends, free stock distributions or exercise of rights	US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued
· Distribution of securities other than ADSs or rights to purchase additional ADSs	US\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued
· Depositary services	US\$2.00 (or less) per 100 ADSs (or portion of 100 ADSs) issued

An ADS holder will also be responsible to pay certain fees and expenses incurred by the depositary bank and certain taxes and governmental charges such as:

- taxes (including applicable interest and penalties) and other governmental charges;
- such registration fees as may from time to time be in effect for the registration of shares or other deposited securities on the share register and applicable to transfers of shares or other deposited securities to or from the name of the custodian, the depositary or any nominees upon the making of deposits and withdrawals, respectively;
- such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the deposit agreement to be at the expense of the person depositing or withdrawing shares or holders and beneficial owners of ADSs;

- the expenses and charges incurred by the depositary in the conversion of foreign currency;
- such fees and expenses as are incurred by the depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to shares, deposited Securities, ADSs and ADRs; and
- the fees and expenses incurred by the depositary, the custodian, or any nominee in connection with the servicing or delivery of deposited securities. The fees and charges an ADS holder may be required to pay may vary over time and may be changed by us and by the depositary bank. ADS holders will receive prior notice of such changes.

Fees and Other Payments Made by the Depositary to Us

We had received from our depositary a reimbursement of \$0.1 million during the nine months ended December 31, 2017.

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PART II.

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

The rights of securities holders have not been materially modified.

ITEM 15. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this transition report, an evaluation has been carried out under the supervision and with the participation of our management, including our chief executive officer and our chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended. Based on that evaluation, our chief executive officer and chief financial officer have concluded that our disclosure controls and procedures are effective in ensuring that material information required to be disclosed in this transition report is recorded, processed, summarized and reported to them for assessment, and required disclosure is made within the time period specified in the rules and forms of the Securities and Exchange Commission.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended, for our company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with generally accepted accounting principles and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of a company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance with respect to consolidated financial statement preparation and presentation and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002 and related rules as promulgated by the Securities and Exchange Commission, management assessed the effectiveness of our internal control over financial reporting as of December 31, 2017 using criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on this assessment, management concluded that the internal control over financial reporting was effective as of December 31, 2017 based on the criteria established in this Internal Control-Integrated Framework (2013).

KPMG Huazhen LLP, an independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 31, 2017, as stated in their report which is included below.

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors

ATA Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited ATA Inc. and subsidiaries' (the "Company") internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2017 and March 31, 2017, the related consolidated statements of comprehensive income (loss), changes in equity, and cash flows for each of the two years ended March 31, 2017 and nine-month period ended December 31, 2017, and the related notes (collectively, the "consolidated financial statements"), and our report dated April 12, 2018 expressed an unqualified opinion on those consolidated financial statements.

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Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG Huazhen LLP

Beijing, China
April 12, 2018

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the period covered by this transition report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. RESERVED

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our audit committee consists of Hope Ni and Alec Tsui. Hope Ni is the chairman of our audit committee. Our board of directors has determined that Hope Ni and Alec Tsui are "independent directors" within the meaning of Nasdaq Stock Market Rule 5605(a)(2) and meet the criteria for independence set forth in Rule 10A-3(b) of the Exchange Act. Hope Ni meets the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a code of ethics that is applicable to our senior executive and financial officers. In addition, our board of directors adopted a code of conduct that is applicable to all of our directors, officers and employees. Our code of ethics and our code of conduct are publicly available on our website, <http://www.atai.net.cn>.

ITEM 16C. PRINCIPAL ACCOUNTANT FEE AND SERVICES

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by KPMG Huazhen LLP, our principal accountant, and KPMG member firms for the periods indicated.

	For the fiscal year ended		For the nine months ended	
	March 31, 2017		December 31, 2017	December 31, 2017
	RMB		RMB	US\$
Audit fees ⁽¹⁾	6,444,720		5,504,864	846,082
Audit-related fees ⁽²⁾	1,601,528		2,440,772	375,140
Tax fees ⁽³⁾	333,118		141,560	21,757

- (1) “Audit fees” means the aggregate fees billed or payable for professional services rendered by our principal accountant for the audits of our consolidated financial statements and our internal control over financial reporting of ATA Inc., and the audits of ATA Online’s annual financial statements and special audit.

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- (2) “Audit-related fees” means the aggregate fees billed or payable for assurance and related services that are reasonably related to the performance of the audit or review of our consolidated financial statements and are not reported under “Audit fees”. Services comprising the fees disclosed under the category of “Audit-related fees” in the fiscal years ended March 31, 2017 and the nine months ended December 31, 2017 include principally limited procedures in connection with our quarterly financial information and the service fee for financial due diligence and tax due diligence services for a potential acquisition.
- (3) “Tax fees” means the aggregate fees billed or payable for services rendered for tax advisory, tax retainer and compliance.

The audit committee or our board of directors is to pre-approve all auditing services and permitted non-audit services to be performed for us by our independent registered public accounting firm, including the fees and terms thereof (subject to the de minimis exceptions for non-audit services described in Section 10A(i)(I)(B) of the Exchange Act which are approved by the audit committee or our board of directors prior to the completion of the audit).

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Period	(a) Total Number of ADSs Purchased	(b) Average Price Paid per ADS ⁽¹⁾	(c) Total Number of ADSs Purchased as Part of Publicly Announced Plan	(d) Maximum Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Plan ^{(1),(2)}
September 30, 2015	4,910	\$ 2.6873 RMB (17.3277)	4,910	\$ 2,986,805 RMB (19,258,919)
October 1 — October 30, 2015	90,630	\$ 3.3611 RMB (21.6724)	90,630	\$ 2,682,189 RMB (17,294,755)
November 2 — November 20, 2015	103,046	\$ 4.4871 RMB (28.9328)	103,046	\$ 2,219,811 RMB (14,313,341)
December 1 — December 31, 2015	181,481	\$ 5.9861 RMB (38.5984)	181,481	\$ 1,133,447 RMB (7,308,466)
January 4 — January 26, 2016	187,065	\$ 6.0591 RMB (39.0691)	187,065	\$ 2 RMB (13)

- (1) All translations from U.S. dollar to Renminbi were made at a rate of RMB 6.5063 to US\$1.00, which was the noon buying rate in effect as of December 31, 2017.

- (2) On November 1, 2012, we announced a share repurchase plan. Under the plan, we are approved to repurchase up to US\$5.0 million worth of our outstanding ADSs from time to time through March 31, 2013. On January 31, 2013, our board of directors reviewed and approved the continuation of the share repurchase program through May 31, 2013. In the fiscal year ended March 31, 2014, we repurchased a total of 5,339 ADSs from the open market at an average price of \$3.9956 per ADS pursuant to this share repurchase program. On August 5, 2014, we announced a share repurchase plan. Under the Plan, we are approved to repurchase up to US\$5.0 million worth of our outstanding ADSs from time to time through January 31, 2015. In the fiscal year ended March 31, 2015, we repurchased a total of 306,157 ADS from the open market at an average price of \$4.4440 per ADS pursuant to this share repurchase program. On September 24, 2015, we announced a share repurchase plan, under which we are authorized to repurchase up to US\$3.0 million of our outstanding ADSs from time to time through March 31, 2016. In the fiscal

year ended March 31, 2016, we repurchased a total of 567,132 ADS from the open market at an average price of \$5.2898 per ADS pursuant to this share repurchase program.

Other than shown in the table above, there were no other repurchases during the nine months ended December 31, 2017.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

As a foreign private issuer with shares listed on the Nasdaq Global Market we are subject to corporate governance requirements imposed by Nasdaq. Under Nasdaq Stock Market Rule 5615(a)(3), a foreign private issuer such as us may follow its home-country corporate governance practices in lieu of certain of the Nasdaq Stock Market Rules corporate governance requirements. We are committed to a high standard of corporate governance. As such, we strive to comply with most of the Nasdaq corporate governance practices. However, our current corporate governance practices differ from Nasdaq corporate governance requirements for U.S. companies in certain respects, as summarized below:

- Nasdaq Stock Market Rule 5605(b)(1) requires a Nasdaq-listed company to have a board of directors composed of at least a majority of independent directors. In this regard we have elected to adopt the practices of our home country, the Cayman Islands, which does not require us to have a majority of the board of directors composed of independent directors at this time.

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- Nasdaq Stock Market Rule 5605(c)(2) requires a Nasdaq-listed company to have an audit committee composed of at least three independent members. In this regard we have elected to adopt the practices of our home country, the Cayman Islands, which does not require us to have a three member audit committee or to fill all three seats on the audit committee at this time.
- Nasdaq Stock Market Rule 5605(e)(1) requires a Nasdaq-listed company to have a nominations committee composed solely of independent directors to select or recommend for selection director nominees. In this regard we have elected to adopt the practices of our home country, the Cayman Islands, which does not require that any of the members of a company's nominations committee be independent directors.
- Nasdaq Stock Market Rule 5635(a) requires a Nasdaq-listed company to obtain shareholder approval for issuance of securities in connection with acquisitions under certain circumstances. As a foreign private issuer, however, we may adopt the practices of our home country, the Cayman Island, which do not require shareholder approval for issuance of securities in connection with acquisitions.
- Nasdaq Stock Market Rule 5635(c) requires a Nasdaq-listed company to obtain shareholder approval for the establishment of or material amendments to equity compensation plans. As a foreign private issuer, however, we may adopt the practices of our home country, the Cayman Island, which do not require shareholder approval for establishment or material amendments to equity compensation plans. None of the 2005 Plan, the 2008 Plan and the Amended and Restated 2008 Plan requires shareholder approval for material amendments to the plan or awards granted under the plan, including without limitation increasing the number of share awards that may be issued under the plan or the repricing of outstanding options.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

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PART III.

ITEM 17. FINANCIAL STATEMENTS

Not Applicable.

ITEM 18. FINANCIAL STATEMENTS

Our consolidated financial statements are included at the end of this transition report.

ITEM 19. EXHIBITS

Index to Exhibits

**Exhibit
Number**

Description

- 1.1 [Third Amended and Restated Memorandum and Articles of Association of the Registrant.*](#)
- 2.1 [Form of Common Share Certificate.*](#)
- 2.2 [Form of Deposit Agreement between the Registrant and Citibank, N.A., as depository. \(L\)](#)
- 2.3 [Form of American depository receipt evidencing American depository shares \(included in Exhibit 2.2\).*](#)
- 4.1 [2005 Share Incentive Plan of ATA Testing Authority \(Holdings\) Limited.*](#)
- 4.2 [2008 Employee Share Incentive Plan of the Registrant and form of ISO Option Agreement and NQSO Option Agreement.*](#)
- 4.3 [Form of Indemnification Agreement between the Registrant and its directors.*](#)
- 4.4 [Technical Support Agreement between ATA Online \(Beijing\) Education Technology Co., Ltd and ATA Learning \(Beijing\) Inc., dated October 27, 2006.*](#)
- 4.5 [Strategic Consulting Service Agreement between ATA Online \(Beijing\) Education Technology Co., Ltd and ATA Learning \(Beijing\) Inc., dated October 27, 2006.*](#)
- 4.6 [Loan Agreement between ATA Testing Authority \(Holdings\) Limited and Xiaofeng Ma, dated October 27, 2006, which was amended on February 12, 2007.*](#)
- 4.6.1 [Amendment to Loan Agreement between ATA Testing Authority \(Holdings\) Limited and Xiaofeng Ma, dated July 7, 2009.**](#)
- 4.7 [Loan Agreement between ATA Testing Authority \(Holdings\) Limited and Lin Wang, dated October 27, 2006, which was amended on February 12, 2007.*](#)
- 4.7.1 [Amendment to Loan Agreement between ATA Testing Authority \(Holdings\) Limited and Lin Wang, dated July 7, 2009.**](#)
- 4.8 [Call Option and Cooperation Agreement among ATA Testing Authority \(Holdings\) Limited, Xiaofeng Ma, Lin Wang, Jianguo Wang and ATA Online \(Beijing\) Education Technology Co., Ltd, dated October 27, 2006.*](#)
- 4.9 [Framework Agreement for Option Right Exercise among ATA Testing Authority \(Holdings\) Limited, Lin Wang, Jianguo Wang, ATA Online \(Beijing\) Education Technology Co., Ltd and ATA Learning \(Beijing\) Inc., dated February 12, 2007.*](#)
- 4.10 [Option Exercise Notice between ATA Testing Authority \(Holdings\) Limited and Jianguo Wang, dated February 12, 2007.*](#)
- 4.11 [Call Option and Cooperation Agreement among ATA Testing Authority \(Holdings\) Limited, Xiaofeng Ma, Lin Wang and ATA Online \(Beijing\) Education Technology Co., Ltd, dated February 12, 2007.*](#)
- 4.12 [Equity Pledge Agreement among Xiaofeng Ma, Lin Wang and ATA Learning \(Beijing\) Inc., dated February 12, 2007.*](#)
- 4.13 [Extended Control Agreement among Xiaofeng Ma, Lin Wang, ATA Online \(Beijing\) Education Technology Co., Ltd, ATA Learning \(Beijing\) Inc., and ATA Testing Authority \(Holdings\) Limited, amending the Technical Support Agreement \(Exhibit 4.5\), the Strategic Consulting Service Agreement \(Exhibit 4.6\), the Call Option and Cooperation Agreement \(Exhibit 4.12\), and the Equity Pledge Agreement \(4.13\), dated July 7, 2009. **](#)
- 4.14 [Power of Attorney by Xiaofeng Ma in favor of ATA Learning \(Beijing\) Inc., dated March 27, 2013.***](#)

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- 4.15 [Power of Attorney by Lin Wang in favor of ATA Learning \(Beijing\) Inc., dated April 3, 2013.***](#)
- 4.16 [Framework Agreement on Restructuring, dated May 20, 2015.****](#)
- 4.17 [Share Purchase Agreement among ATA Inc., ATA Testing Authority \(Holdings\) Limited, Xing Wei Institute \(Hong Kong\) Limited, ATA Learning \(Beijing\) Inc., Delta Horizon Limited, Alpha Metric Horizon Limited, New Beauty Holdings Limited, Kevin Xiaofeng Ma and other parties listed therein, dated February 6, 2018.*****](#)
- 4.18 [Loan Agreement between ATA Testing Authority \(Beijing\) Limited and Xiaofeng Ma, dated March 15, 2018.](#)

4.19	<u>Loan Agreement between ATA Testing Authority (Beijing) Limited and Haichang Xiong, dated March 15, 2018.</u>
4.20	<u>Call Option and Cooperation Agreement among ATA Testing Authority (Beijing) Limited, Xiaofeng Ma, Haichang Xiong and ATA Intelligent Learning (Beijing) Technology Limited, dated March 15, 2018.</u>
4.21	<u>Exclusive Technical Consulting and Services Agreement between ATA Intelligent Learning (Beijing) Technology Limited and ATA Testing Authority (Beijing) Limited, dated March 15, 2018.</u>
4.22	<u>Equity Interest Pledge Agreement between ATA Testing Authority (Beijing) Limited and Xiaofeng Ma, dated March 15, 2018.</u>
4.23	<u>Equity Interest Pledge Agreement between ATA Testing Authority (Beijing) Limited and Haichang Xiong, dated March 15, 2018.</u>
4.24	<u>Power of Attorney by Xiaofeng Ma in favor of ATA Testing Authority (Beijing) Limited, dated March 15, 2018.</u>
4.25	<u>Power of Attorney by Haichang Xiong in favor of ATA Testing Authority (Beijing) Limited, dated March 15, 2018.</u>
8.1	<u>List of Subsidiaries.</u>
11.1	<u>Code of Conduct.*</u>
12.1	<u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
12.2	<u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
13.1	<u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
13.2	<u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
23.1	<u>Consent of KPMG Huazhen LLP</u>
23.2	<u>Consent of Jincheng Tongda & Neal Law Firm</u>
23.3	<u>Opinion of Jincheng Tongda & Neal Law Firm</u>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Previously filed with the Registrant’s registration statement on Form F-1 (File No. 333-148512), as amended.

** Previously filed with the Registrant’s annual report on Form 20-F, filed with the SEC on September 15, 2009.

*** Previously filed with the Registrant’s annual report on Form 20-F, filed with the SEC on June 26, 2013.

**** Previously filed with the Registrant’s annual report on Form 20-F, filed with the SEC on June 24, 2015.

***** Previously filed with Exhibit 10.1 to Form 6-K, filed with the SEC on February 6, 2018.

(1) Incorporated by reference to the Registration Statement on Form F-6 (File No. 333-148641) filed with the Securities and Exchange Commission with respect to American depository shares representing our common shares.

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this transition report on its behalf.

ATA INC.

/s/ Amy Tung

Name: Amy Tung

Title: Chief Financial Officer

Date: April 12, 2018

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INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
ATA Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of ATA Inc. and subsidiaries (the “Company”) as of December 31, 2017 and March 31, 2017, the related consolidated statements of comprehensive income (loss), changes in equity, and cash flows for each of the two years ended March 31, 2017 and nine-month period ended December 31, 2017, and the related notes (collectively, the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and March 31, 2017, and the results of its operations and its cash flows for each of the two years ended March 31, 2017 and nine-month period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”), the Company’s internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated April 12, 2018 expressed an unqualified opinion on the effectiveness of the Company’s internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG Huazhen LLP

We have served as the Company’s auditor since 2015.

Beijing, China

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ATA INC.
Consolidated Balance Sheets

	Note	March 31, 2017 RMB	December 31, 2017 RMB	December 31, 2017 USD
ASSETS				
Current assets:				
Cash and cash equivalents		222,448,413	256,090,942	39,360,457
Accounts receivable, net	(3)	56,161,255	100,105,027	15,385,861
Receivable due from shareholder	(19)	10,000,000	—	—
Prepaid expenses and other current assets	(4)	7,335,824	10,620,434	1,632,331
Total current assets		295,945,492	366,816,403	56,378,649
Long-term investments	(5)	88,891,687	75,121,700	11,545,994
Property and equipment, net	(7)	51,868,914	52,460,885	8,063,090
Goodwill	(8)	32,523,983	32,009,025	4,919,697
Intangible assets, net	(8)	11,326,513	25,683,937	3,947,549
Restricted cash	(2)(m)	30,000,000	—	—
Deferred income tax assets	(13)	3,388,760	2,110,862	324,434
Other assets		5,894,767	14,238,695	2,188,447
Total assets		519,840,116	568,441,507	87,367,860
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities:				
Short-term loan	(2)(m)	3,449,650	—	—
Accrued expenses and other payables	(9)	89,358,847	130,960,979	20,128,333
Deferred revenues	(10)	10,221,897	10,804,951	1,660,691
Total current liabilities		103,030,394	141,765,930	21,789,024
Deferred revenues	(10)	1,731,622	1,831,173	281,446
Deferred income tax liabilities	(13)	22,620,872	22,797,747	3,503,950
Other non-current liabilities		—	669,647	102,923
Total liabilities		127,382,888	167,064,497	25,677,343
Mezzanine equity-redeemable non-controlling interests	(14)	—	36,304,276	5,579,865
Shareholders' equity:				
Common shares:				
Par value USD 0.01, authorized: 500,000,000 shares				
Issued: 49,068,082 and 49,007,244 shares as of March 31, 2017 and December 31, 2017, respectively				
Outstanding: 45,782,724 and 45,796,886 shares as of March 31, 2017 and December 31, 2017, respectively				
		3,533,912	3,534,871	543,300
Treasury shares—585,358 common shares as of March 31, 2017 and December 31, 2017, at cost	(16)	(27,737,073)	(27,737,073)	(4,263,110)
Additional paid-in capital		402,631,430	389,897,690	59,926,178
Accumulated other comprehensive loss		(25,069,771)	(26,850,955)	(4,126,917)
Retained earnings		38,018,802	25,884,905	3,978,437
Total shareholders' equity attributable to ATA Inc.		391,377,300	364,729,438	56,057,888
Non-redeemable non-controlling interests		1,079,928	343,296	52,764
Total shareholders' equity		392,457,228	365,072,734	56,110,652
Commitments and contingencies	(20)			
Total liabilities, mezzanine equity and shareholders' equity		519,840,116	568,441,507	87,367,860

See accompanying notes to consolidated financial statements.

ATA INC.
Consolidated Statements of Comprehensive Income (Loss)

	Note	Twelve months ended		Nine months ended	
		March 31,		December 31,	
		2016	2017	2017	2017
		RMB	RMB	RMB	USD
Net revenues	(12)	417,139,969	472,385,716	490,059,099	75,320,704
Cost of revenues		208,017,208	239,852,504	259,049,753	39,815,218
Gross profit		209,122,761	232,533,212	231,009,346	35,505,486
Operating expenses:					
Research and development		36,529,145	43,430,385	37,927,926	5,829,415
Sales and marketing		42,645,682	47,823,235	42,376,723	6,513,183
General and administrative		78,341,173	69,078,028	79,833,175	12,270,135
Provision for (reversal of) doubtful accounts		(127,852)	694,460	1,363,506	209,567
Total operating expenses		157,388,148	161,026,108	161,501,330	24,822,300
Income from operations		51,734,613	71,507,104	69,508,016	10,683,186
Other income (loss):					
Share of losses of equity method investments		(8,829,140)	(16,121,334)	(1,878,172)	(288,670)
Impairment loss of long-term investments	(5)	—	(32,199,372)	(15,216,510)	(2,338,735)
Gain from disposal of long-term investments		—	1,600,000	3,244,457	498,664
Interest income, net of interest expenses		3,572,711	3,913,950	1,804,953	277,417
Foreign currency exchange gains (losses), net		(1,505,518)	(72,769)	(217,415)	(33,416)
Total other loss, net		(6,761,947)	(42,879,525)	(12,262,687)	(1,884,740)
Earnings before income taxes		44,972,666	28,627,579	57,245,329	8,798,446
Income tax expense	(13)	18,921,479	38,596,986	29,408,249	4,519,965
Net income (loss)		26,051,187	(9,969,407)	27,837,080	4,278,481
Net loss attributable to non-redeemable non-controlling interests		—	(253,405)	(352,101)	(54,116)
Net loss attributable to redeemable non-controlling interests		—	—	(1,444,363)	(221,995)
Net income (loss) attributable to ATA Inc.		26,051,187	(9,716,002)	29,633,544	4,554,592
Other comprehensive income (loss):					
Foreign currency translation adjustment, net of nil income tax		2,002,553	658,228	(2,335,054)	(358,891)
Unrealized loss on available-for-sale investment, net of nil income tax		—	(553,870)	—	—
Reclassification adjustment for loss on available-for-sale investment included in net income, net of nil income tax		—	—	553,870	85,128
Total other comprehensive income (loss)		2,002,553	104,358	(1,781,184)	(273,763)
Comprehensive income (loss)		28,053,740	(9,865,049)	26,055,896	4,004,718
Comprehensive loss attributable to non-redeemable non-controlling interests		—	(253,405)	(352,101)	(54,116)
Comprehensive loss attributable to redeemable non-controlling interests		—	—	(1,444,363)	(221,995)
Comprehensive income (loss) attributable to ATA Inc.		28,053,740	(9,611,644)	27,852,360	4,280,829
Basic earnings (loss) per common share attributable to ATA Inc.	(22)	0.57	(0.21)	0.48	0.07
Diluted earnings (loss) per common share attributable to ATA Inc.	(22)	0.57	(0.21)	0.48	0.07

See accompanying notes to consolidated financial statements.

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ATA INC.
Consolidated Statements of Changes in Equity

Common shares		Treasury Shares	Additional paid-in capital	Accumulated other comprehensive loss	Retained earnings (Accumulated deficit)	Total shareholders' equity attributable to ATA Inc.	Non-redeemable non-controlling interests	Total shareholders' equity
Number of shares	Amount							

(Note 15)	—	—	—	15,135,646	—	—	15,135,646	—	15,135,646
Issuance of common shares with net-settlement of employee individual income tax	14,162	959	—	(189,617)	—	—	(188,658)	—	(188,658)
Special cash dividend (Note 17)	—	—	—	(27,679,769)	—	(38,018,802)	(65,698,571)	—	(65,698,571)
Acquisition of non-redeemable non-controlling interests	—	—	—	—	—	—	—	350,000	350,000
Disposal of non-redeemable non-controlling interests	—	—	—	—	—	—	—	(734,531)	(734,531)
Redeemable non-controlling interests redemption value accretion (Note 14)	—	—	—	—	—	(3,748,639)	(3,748,639)	—	(3,748,639)
Balance as of December 31, 2017	45,796,886	3,534,871	(27,737,073)	389,897,690	(26,850,955)	25,884,905	364,729,438	343,296	365,072,734
Balance as of December 31, 2017-USD	543,300	(4,263,110)	59,926,178	(4,126,917)	3,978,437	56,057,888	52,764	56,110,652	

See accompanying notes to consolidated financial statements.

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ATA INC.
Consolidated Statements of Cash Flows

	Twelve months ended March 31,		Nine months ended December 31,	
	2016	2017	2017	2017
	RMB	RMB	RMB	USD
Cash flows from operating activities:				
Net income (loss)	26,051,187	(9,969,407)	27,837,080	4,278,481
<i>Adjustments to reconcile net income (loss) to net cash provided by operating activities:</i>				
Interest on restricted cash for financial standby letter of credit	—	(495,247)	—	—
Gain from disposal of long-term investments (Note 5)	—	(1,600,000)	(3,244,457)	(498,664)
Provision for (reversal of) doubtful accounts	(127,852)	694,460	1,363,506	209,567
Depreciation and amortization	8,611,508	10,293,833	9,179,835	1,410,915
Gain from disposal of property and equipment	(54,955)	(14,186)	(507)	(78)
Share-based compensation	9,164,822	6,958,403	15,135,646	2,326,306
Deferred income tax expense (Note 13)	7,053,724	22,919,916	1,454,773	223,595
Share of losses of equity method investments	8,829,140	16,121,334	1,878,172	288,670
Impairment loss of long-term investments	—	32,199,372	15,216,510	2,338,735
Interest on convertible promissory note (Note 5)	—	(568,320)	—	—
Foreign currency exchange loss (gain)	2,023,109	253,986	(653,103)	(100,380)
<i>Changes in operating assets and liabilities, net of effect of acquisition:</i>				
Accounts receivable	(2,274,136)	(6,133,681)	(45,307,278)	(6,963,601)
Prepaid expenses and other current assets	(1,129,761)	1,508,565	(3,315,799)	(509,629)
Other assets	29,514	(245,162)	309,497	47,568
Income tax payable	7,244,175	(3,044,352)	14,953,642	2,298,333
Accrued expenses and other payables	4,099,848	(797,392)	60,115,517	9,239,586
Deferred revenues	(5,015,552)	(6,537,396)	682,605	104,914
Net cash provided by operating activities	64,504,771	61,544,726	95,605,639	14,694,318

Cash flows from investing activities :				
Cash paid for property and equipment	(3,086,987)	(3,210,222)	(4,957,034)	(761,882)
Cash paid for education assessment test caseware	—	(6,721,698)	(2,584,558)	(397,239)
Advance payment for intangible assets	—	—	(8,599,056)	(1,321,651)
Cash receipt from property and equipment disposal	67,830	14,536	1,060	163
Proceeds from disposal of affiliates (Note 5)	—	5,500,000	4,603,550	707,553
Proceeds from disposal of a subsidiary, less cash of the subsidiary	—	—	1,996,848	306,910
Cash received from shareholder (Note 19)	—	—	10,000,000	1,536,972
Cash paid to shareholder (Note 19)	(10,000,000)	—	—	—
Payment for acquisition of a subsidiary, less cash acquired	—	—	(645,492)	(99,210)
Proceeds from acquisition of a subsidiary, less cash paid	—	411,583	—	—
Cash paid for long-term investments (Note 5)	(23,782,307)	(89,945,800)	(5,500,000)	(845,335)
Payment for ACT license	—	—	(14,919,647)	(2,293,108)
Net cash used in investing activities	(36,801,464)	(93,951,601)	(20,604,329)	(3,166,827)

Cash flows from financing activities :				
Cash paid for employee individual income tax for net-settlement of vested shares	(774,354)	(200,047)	(188,658)	(28,996)
Cash paid for repurchase of common shares	(19,536,028)	—	—	—
Cash received from short-term loan	—	3,449,650	—	—
Repayment of short-term loan	—	—	(3,449,650)	(530,201)
Principal payments on capital lease obligations	—	—	(811,830)	(124,778)
Cash received from third party investors (Note 9)	—	34,000,000	—	—
Payment of restricted cash for financial standby letter of credit	—	(30,000,000)	—	—
Release of restricted cash for financial standby letter of credit	—	—	30,000,000	4,610,916
Special cash dividend (Note 17)	—	—	(65,698,571)	(10,097,685)
Net cash (used in)/received from financing activities	(20,310,382)	7,249,603	(40,148,709)	(6,170,744)

See accompanying notes to consolidated financial statements.

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ATA INC.
Consolidated Statements of Cash Flows (Continued)

	Twelve months ended		Nine months ended	
	March 31,		December 31,	
	2016	2017	2017	2017
	RMB	RMB	RMB	USD
Effect of foreign exchange rate changes on cash	(20,559)	(62,052)	(1,210,072)	(185,985)
Net increase (decrease) in cash	7,372,366	(25,219,324)	33,642,529	5,170,762
Cash and cash equivalents at beginning of period	240,295,371	247,667,737	222,448,413	34,189,695
Cash and cash equivalents at end of period	247,667,737	222,448,413	256,090,942	39,360,457
<i>Supplemental disclosures of cash flow information :</i>				
Cash paid for income tax	14,308,992	19,756,064	13,189,525	2,027,193
Cash refunded for income tax	(9,685,409)	(1,034,642)	(189,691)	(29,155)
Cash paid for interest expenses	—	57,572	57,367	8,817
<i>Non-cash investing and financing activities:</i>				
Acquisition of property and equipment by capital lease	—	—	1,323,527	203,422

See accompanying notes to consolidated financial statements.

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ATA INC.
Notes to the Consolidated Financial Statements

(1) DESCRIPTION OF BUSINESS, ORGANIZATION AND SIGNIFICANT CONCENTRATIONS AND RISKS

Description of Business and Organization

ATA Inc. (the “Company” or “ATA”), through its subsidiaries, ATA Testing Authority (Holdings) Limited (“ATA BVI”), Xing Wei Institute (Hong Kong) Limited (“Xing Wei”), ATA Testing Authority (Beijing) Limited (“ATA Testing”), Muhua Shangce Learning Data & Technology (Beijing) Limited (“Muhua Shangce”, formerly known as ATA Learning Data & Technology (Beijing) Limited (“ATA Data”)), ATA Learning (Beijing) Inc. (“ATA Learning”), Zhongxiao Zhixing Education Technology (Beijing) Limited (“Zhongxiao Zhixing”), ATA Online (Beijing) Education Technology Co., Ltd. (“ATA Online”) and Beijing Qihuang Huizhi Technology Co., Limited (“Qihuang Huizhi”) (collectively, referred to as the “Group”), primarily provides computer-based testing services, online education services and other related services in the People’s Republic of China (the “PRC”).

Significant Concentrations and Risks

The Group is subject to the following significant concentration and risks:

Country risk

The Group is subject to special risks associated with the PRC. These include risks associated with, among others, the political, economic, legal and social environment in the PRC, including the relative difficulty of protecting and enforcing intellectual property rights in the PRC. The interpretation and application of current or proposed requirements and regulations may have an adverse effect on the Group’s business, financial condition and results of operations. In addition, the ability to negotiate and implement specific business development projects in a timely and favorable manner may be impacted by political considerations unrelated to or beyond the control of the Group. Although the PRC government has been pursuing economic reform policies for over three decades, no assurance can be given that the PRC government will continue to pursue such policies or that such policies may not be significantly altered. Any change in PRC government policies and regulations affecting the education and testing service industry may have a negative impact on the Group’s operating results and financial condition.

Revenue concentration

For the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, RMB 301.5 million, RMB 329.6 million and RMB 321.4 million, representing 72.3%, 69.8% and 65.6% of the Group’s net revenues, respectively, were generated from service fees from Chinese government controlled entities including governmental agencies, educational institutions and industry associations controlled by the PRC government. The demand for the Group’s products and services by these agencies, institutions and associations is affected by government budgetary cycles, funding availability and government policies. Funding reductions, reallocations or delays could adversely impact demand for the Group’s products and services or reduce the fees these customers are willing to pay for the Group’s products and services.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Net revenues from customers that individually exceeded 10% of the Group’s net revenues are as follows:

	Twelve months ended March 31,				Nine months ended December 31,	
	2016		2017		2017	
	RMB	%	RMB	%	RMB	%
The Chinese Institute of Certified Public Accountants	76,485,306	18.3%	90,455,936	19.1%	114,232,930	23.3%
Asset Management Association of China	23,183,787	5.6%	87,661,832	18.6%	71,109,547	14.5%
China Bankers Institute	238,807	0.1%	478,136	0.1%	52,634,283	10.7%
China Banking Association	61,190,087	14.7%	55,521,062	11.8%	7,017	0%
Securities Association of China	67,045,689	16.1%	—	—	—	—

Accounts receivable, net from customers, that individually exceeded 10% of the Group’s accounts receivable, net are as follows:

	March 31, 2017		December 31, 2017	
	RMB	%	RMB	%
Asset Management Association of China	10,836,559	19.3%	15,714,552	15.7%
The Chinese Institute of Certified Public Accountants	450,712	0.8%	15,537,954	15.5%

Concentration of cash, cash equivalents and restricted cash balances held at financial institutions

Cash, cash equivalents and restricted cash balances include deposits in:

	March 31, 2017	December 31, 2017
	RMB	RMB
Financial institutions in the mainland of the PRC		
— Denominated in Renminbi (“RMB”)	251,487,461	237,269,099
— Denominated in U.S. Dollar (“USD”)	723	731

Total cash, cash equivalents and restricted cash balances held at mainland PRC financial institutions	251,488,184	237,269,830
Financial institutions in Hong Kong Special Administrative Region (“HKSAR”) of the PRC		
— Denominated in RMB	1	503
— Denominated in Hong Kong Dollar	263,216	9,725,249
— Denominated in USD	697,012	8,922,062
— Denominated in Great Britain Pound	—	173,298
Total cash balances held at HKSAR financial institutions	960,229	18,821,112
Total cash, cash equivalents and restricted cash balances held at financial institutions	252,448,413	256,090,942

The bank deposits with financial institutions in the PRC are insured by the government authority up to RMB 500,000. The bank deposits with financial institutions in the HKSAR are insured by the government authority up to HK\$ 500,000. To limit exposure to credit risk, the Company primarily places bank deposits with large financial institutions in the PRC and HKSAR with acceptable credit rating.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Principles of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries and its variable interest entity, or VIE for which the Company is the primary beneficiary. All significant intercompany balances and transactions have been eliminated upon consolidation.

Non-redeemable non-controlling interests are separately presented as a component of equity in the consolidated financial statements.

(b) Basis of presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

On June 1, 2017, the Company declared a change in the fiscal year end from March 31 to December 31. As a result, the Company is presenting a nine-month period ended December 31, 2017 on this Form 20-F to account for the transition period from April 1, 2017 to December 31, 2017. Due to this change, many comparisons of the Company’s results between the nine-month period ended December 31, 2017 and the prior full years are impacted by the three-month difference.

(c) Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management of the Group to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Such estimates include the fair values of share-based payments and available-for-sale investment, the collectability of accounts receivable, the realizability of deferred income tax assets, the estimate for useful lives and residual values of long-lived assets, the recoverability of the carrying values of long-lived assets, goodwill and long-term investments, and the expected licensing period for perpetual licenses with respect to revenue recognition. Actual results could differ from those estimates.

(d) Foreign currency translation and risks

The accompanying consolidated financial statements have been expressed in RMB, the Company’s reporting currency.

The Company, ATA BVI and Xing Wei’s functional currency is the USD. The functional currency of the Company’s PRC subsidiaries is the RMB.

Transactions denominated in currencies other than the functional currency are translated into the functional currency at the exchange rates prevailing at the dates of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency using the applicable exchange rates at the balance sheet dates. The resulting foreign exchange gains and losses are included in the consolidated statements of comprehensive income (loss) in the line item “*Foreign currency exchange gains (losses), net.*”

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Assets and liabilities of the Company, ATA BVI and Xing Wei are translated into RMB using the applicable exchange rate at each balance sheet date. Revenues and expenses are translated into RMB at average rates prevailing during the year. The resulting foreign currency translation adjustments are recognized as a separate component of accumulated other comprehensive loss within equity. Since the RMB is not a fully convertible currency, all foreign exchange transactions involving RMB must take place either through the People's Bank of China (the "PBOC") or other institutions authorized to buy and sell foreign exchange. The exchange rates adopted for the foreign exchange transactions are the rates of exchange quoted by the PBOC.

For the convenience of the readers, the 2017 RMB amounts included in the accompanying consolidated financial statements have been translated into USD at the rate of USD1.00 = RMB6.5063, the noon buying rate in New York cable transfers of RMB per USD as set forth in the H.10 weekly statistical release of Federal Reserve Board, as of December 31, 2017. No representation is made that the RMB amounts could have been, or could be, converted into USD at that rate or at any other rate on December 31, 2017.

(e) Commitments and contingencies

In the normal course of business, the Group is subject to contingencies, such as legal proceedings and claims that cover a wide range of matters. Liabilities for such contingencies are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. If a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, is disclosed.

(f) Fair value measurements

The Group utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Group determines fair value based on assumptions that market participants would use in pricing an asset or liability in an orderly transaction and principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

- Level 1 Inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.
- Level 2 Inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.
- Level 3 Inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety. In situations where there is little, if any, market activity for the asset or liability at the measurement date, the fair value measurement reflects management's own judgments about the assumptions that market participants would use in pricing the asset or liability. Those judgments are developed by management based on the best information available in the circumstances.

ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(g) Revenue recognition

The Group's revenues are principally derived from the provision of testing services and online education services. The Group recognizes revenues when all of the following have occurred:

- persuasive evidence of an agreement with the customer exists;
- services have been performed and/or delivery of goods has occurred;
- the fees for services performed and/or price of goods sold are fixed or determinable; and
- collectability of the fees and/or sales proceeds is reasonably assured.

The application of the above criteria for revenue recognition for each type of service or product is as follows:

i) Testing services

Fees for testing services are recognized upon the completion of the exam by the test taker since the Group has no significant future involvement after the completion of the examination. Fees received in advance of test delivery are recorded as deferred revenue.

ii) Online education services

The Group provides an online platform for students to conduct continuing education. The platform entitles students to access online education services during a specified service period (the “subscription period”). Service fees are initially recorded as deferred revenue and are recognized as revenue on a straight-line basis over the subscription period.

iii) Other revenue

a) Licensing fees from authorized test centers

The Group receives a fixed fee for a perpetual license that provide authorized test centers the right to use the Group’s brand name and e-testing platform.

The Group is obligated to provide training and support to authorized test centers’ staff. Fixed fees for perpetual licenses are recognized on a straight-line basis over the expected licensing period of 10 years, which is the period the Group is expected to have continuing involvement with the authorized test centers. Management estimates the expected licensing period based on its historical retention experience, factoring in the expected level of future competition, the risk of technological obsolescence, technological innovation, and the expected changes in the education training environment.

b) Test development services

Test development service fees are recognized upon the acceptance of the developed tests by the customer. The period to develop the tests is short, generally within two to six months from commencement of development.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

c) Test administration products

Test administration products sales are recognized upon delivery and when collectability is reasonably assured.

d) Operating leases

The Group recognized the revenue from operating lease on a straight-line basis over the lease term.

iv) Business tax and value added tax (“VAT”)

Revenue is recognized net of business tax at the rate of 5% of gross revenues or VAT at the rate of 3% or 6% of gross revenues. Business tax and VAT collected from customers, net of VAT paid for purchases, is recorded as a liability in the consolidated balance sheets until paid to the tax authorities.

(h) Cost of revenues

Cost of revenues consists primarily of cost of test monitoring, royalty fees for IT vendors and test sponsor licensing arrangements, payroll compensation, and other related costs, which are directly attributable to the rendering of services and delivery of products.

The test monitoring costs are recognized upon completion of examinations based on actual number of test takers. Royalty fees are recognized as cost of revenues based on actual usage or straight-line amortization according to contract provisions.

The test monitoring costs and royalty fees for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 are as follows:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
	RMB	RMB	RMB
Test monitoring costs	142,116,286	163,061,810	191,809,319
Royalty fees	4,823,101	7,423,118	7,406,065

(i) Research and development costs

Research and development costs primarily consist of software developed for internal use and software developed for sale.

i) *Software developed for internal use*

The Group expenses all costs that are incurred in connection with the planning and implementation phases of the development of software. Costs incurred in the development phase are capitalized and amortized over the estimated product life. No costs were capitalized for any of the periods presented.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

ii) *Software developed for sale*

Costs incurred internally in researching and developing a computer software product are charged to expense as research and development costs prior to technological feasibility being established for the product. Once technological feasibility is established, all computer software costs are capitalized until the product is available for general release to customers. Technological feasibility is established upon completion of all the activities that are necessary to substantiate that the computer software product can be produced in accordance with its design specifications, including functions, features, and technical performance requirements.

(j) *Lease*

Operating lease

The Group leases offices under non-cancellable operating leases. Leases with escalated rent provisions are recognized on a straight-line basis commencing with the beginning of the lease term. There are no contingent rent in the lease agreements. The lease terms range between 12 and 58 months. The Company has no legal or contractual asset retirement obligations at the end of the lease term.

Capital lease

On initial recognition, assets held under capital leases are recorded as property and equipment. At inception of the lease, capital leases are recorded at amounts equal to the fair value of the leased asset or, if lower, the present value of the minimum lease payments. Minimum lease payments under capital leases are apportioned between finance expense and reduction of the outstanding liability.

The finance expense is allocated to each period during the lease term so as to produce a constant periodic rate of interest on the remaining balance of the liability.

(k) *Income taxes*

Income taxes are accounted for under the asset and liability method. Under this method, deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax loss carryforwards. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in tax rates or tax status is recognized in income in the period that includes the enactment date or the date of change in tax status. A valuation allowance is provided to reduce the amount of deferred income tax assets if it is considered more likely than not that some portion or all of the deferred income tax assets will not be realized.

A deferred tax liability is not recognized for the excess of the Company's financial statement carrying amount over the tax basis of its investment in a foreign subsidiary, if there exists specific plans for reinvestment of undistributed earnings of a subsidiary which demonstrate that remittance of the earnings will be postponed indefinitely.

The Group recognizes in the consolidated financial statements the impact of a tax position, if that position is more likely than not of being sustained upon examination, based on the technical merits of the position. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Group's accounting policy is to accrue interest and penalties related to unrecognized tax benefits, if and when required, as interest expense and a component of general and administrative expenses, respectively in the consolidated statements of comprehensive income.

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ATA INC.

(l) Share-based payment

The Group measures the cost of employee share options and non-vested shares based on the grant date fair value of the award and recognizes that cost over the period during which an employee is required to provide services in exchange for the award, which generally is the vesting period. For the graded vesting share options and non-vested shares, the Company recognizes the compensation cost over the requisite service period for each separately vesting portion of the award as if the award is, in substance, multiple awards. When no future services are required to be performed by the employee in exchange for an award of equity instruments, and if such award does not contain a performance or market condition, the cost of the award is expensed on the grant date. When there is a modification of the terms and conditions of an award of equity instruments, the Group calculates the incremental compensation cost of a modification as the excess of the fair value of the modified award over the fair value of the original award immediately before its terms are modified, measured based on the share price and other pertinent factors at the modification date. For vested options, the Group recognizes incremental compensation cost in the period the modification occurred. For unvested options, the Group recognizes, over the remaining requisite service period, the sum of the incremental compensation cost and the remaining unrecognized compensation cost for the original award on the modification date.

When there is a change in the grantee status from an employee to a non-employee, if grantee retains the awards on a change in status and continues to provide substantive services to the Group, the change in status results in a new measurement date for the unvested awards with compensation costs measured as if the awards were newly issued to the grantee on the date of the change in status. If grantee retains the awards on a change in status and is not required to provide substantive services to the grantor subsequent to that change in status, the change in status is, in substance, an acceleration of the vesting of the arrangement.

(m) Cash, cash equivalents, restricted cash and short-term loan

Cash and cash equivalents consist of cash in banks and highly liquid investments with original maturity less than three months. Restricted cash as of March 31, 2017 represents cash restricted as collateral for the facility as described below that ATA BVI has borrowed to support its business operations.

On May 19, 2016, ATA BVI entered into a two-year Commercial Loan Facility (the "Facility") with Industrial Bank Co., Ltd. Hong Kong Branch to borrow up to USD 4,000,000. ATA BVI shall pay interest at 2.5% per annum plus 3-month London Interbank Offer Rate (the "LIBOR") on the commencement date for each drawdown. The Facility is fully secured by Standby Letter of Credit ("SBLC") for an amount at RMB 30,000,000, which was recorded as restricted cash.

The maturity date of each drawdown shall be twelve months after the first drawdown date but in any event no later than 5 business days prior to the expiration date of the corresponding SBLC unless otherwise extended by the bank in writing. In July 2016, ATA BVI borrowed RMB 3,449,650. In June 2017, the Group has fully repaid the drawdown and the interest thereon, and the SBLC was released in full. As of December 31, 2017, the restricted cash balance was RMB nil.

(n) Accounts receivable

Accounts receivable are recognized at invoiced amounts, less an allowance for uncollectible accounts, if any.

The allowance for doubtful accounts is the management's best estimate of the amount of probable credit losses resulting from the inability of the Group's customers to make required payments. The allowance for doubtful accounts is based on a review of specifically identified accounts, aging data and historical collection pattern. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Group does not have any off-balance-sheet credit exposure related to its customers.

ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(o) Long-term investments**Equity method investments**

The Group applies the equity method to account for an equity interest in an investee over which the Group has significant influence but does not own a majority equity interest or otherwise control.

Under the equity method of accounting, the Group's share of the investee's results of operations is reported as share of income (losses) of equity method investments in the consolidated statements of comprehensive income (loss).

The Group recognizes an impairment loss when there is a decline in value below the carrying value of the equity method investment that is considered to be other than temporary. The process of assessing and determining whether impairment on an investment is other than temporary requires a significant amount of judgment. To determine whether an impairment is other than temporary, management considers whether it has the ability and intent to hold the investment until recovery and whether evidence indicating the carrying value of the investment is recoverable outweighs evidence to the contrary. Evidence considered in this assessment includes the

reasons for the impairment, the severity and duration of the decline in value, any change in value subsequent to the period end, and forecasted performance of the investee.

Cost method investments

For equity investments in an investee that are not considered debt securities or equity securities that do not have readily determinable fair values and over which the Group neither has significant influence nor control, the Group carries the investment at cost and recognizes income as any dividends declared from distribution of investee’s earnings. The Group reviews the cost method investments for impairment whenever events or changes in circumstances indicate that the carrying value may no longer be recoverable. An impairment loss is recognized in earnings equal to the difference between the investment’s cost and its fair value at the balance sheet date of the reporting period for which the assessment is made. The fair value of the investment would then become the new cost basis of the investment.

The fair value of a cost method investment is not estimated if there are no identified events or changes in circumstances that may have a significant adverse effect on the fair value of the investment. No events or circumstances indicating a potential impairment were identified for the year ended March 31, 2017 and the nine months ended December 31, 2017. The Company determines that it is not practicable to estimate fair value of cost method investments as of March 31, 2017 and December 31, 2017, because the sales prices or bid-and-asked quotations of the equity interests of these entities are not currently available and the cost of obtaining an independent valuation appears excessive considering the materiality of the investments to the Company.

Available-for-sale investment

The Group’s investment in convertible notes are classified as available-for-sale investments which are reported at fair value, with unrealized gains and losses recorded in accumulated other comprehensive income. An impairment loss on the available-for-sale investment is recognized in profit and loss when the decline in value is determined to be other than temporary.

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ATA INC.
Notes to the Consolidated Financial Statements (Continued)

(p) Property and equipment, net

Property and equipment is stated at historical cost.

Depreciation is recognized over the following useful lives on the straight-line method, taking into consideration the assets’ estimated salvage value:

Building	30 years
Computer equipment	3 to 5 years
Furniture, fixtures and office equipment	5 years
Software	3 to 5 years
Motor vehicles	5 years
Leasehold improvements	The shorter of lease terms and estimated useful lives

Ordinary maintenance and repairs are charged to expenses as incurred, while replacements and betterments are capitalized. When items are retired or otherwise disposed of, income is charged or credited for the difference between net book value of the item disposed and proceeds realized thereon.

(q) Intangible assets

Intangible assets acquired are initially recognized and measured at fair value. Intangible assets are amortized on a straight-line basis over their respective estimated useful lives, which range from 5 to 12 years.

The Group has no intangible assets with indefinite useful lives.

(r) Impairment of long-lived assets, excluding goodwill

Long-lived assets, such as property and equipment, and purchased intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Group first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment loss of intangible assets was recognized for the years ended March 31, 2016, 2017 and for the nine months ended December 31, 2017.

ATA INC.
Notes to the Consolidated Financial Statements (Continued)

(s) Goodwill

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. Goodwill is reviewed for impairment at least annually based on its identified reporting units, which are defined as reportable segments or groupings of businesses one level below the reportable segment level. The Group performs a qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount prior to performing the two-step goodwill impairment test. If this is the case, the two-step goodwill impairment test is required. If it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required.

If the two-step goodwill impairment test is required, first, the fair value of the reporting unit is compared with its carrying amount (including goodwill). If the fair value of the reporting unit is less than its carrying amount, an indication of goodwill impairment exists for the reporting unit and the entity must perform step two of the impairment test (measurement). Under step two, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation and the residual fair value after this allocation is the implied fair value of the reporting unit's goodwill. Fair value of the reporting unit is determined using a discounted cash flow analysis. If the fair value of the reporting unit exceeds its carrying amount, step two does not need to be performed.

Annual impairment review over goodwill was performed at March 31 before the change of fiscal year end and was performed at December 31 after the change of fiscal year end, and when a triggering event occurs between annual impairment tests. No impairment loss of goodwill was recorded for any of the periods presented.

(t) Employee benefit plans

As stipulated by the regulations of the PRC, the Company's PRC subsidiaries are required to contribute to various defined contribution plans, organized by municipal and provincial governments on behalf of their employees. The contributions to these plans are based on certain percentages of the employee's standard salary base as determined by the local Social Security Bureau. The Group has no other obligation for the payment of employee benefits associated with these plans beyond the annual contributions described above.

Employee benefit expenses recognized under these plans for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 are allocated to the following expense items:

	Twelve months ended		Nine months ended
	March 31,		December 31,
	2016	2017	2017
	RMB	RMB	RMB
Cost of revenues	6,334,414	6,841,587	5,312,695
Research and development	5,810,237	6,435,010	5,952,564
Sales and marketing	4,169,401	4,463,283	4,228,981
General and administrative	2,583,837	3,110,561	2,709,508
Total expense due to employee benefit plans	18,897,889	20,850,441	18,203,748

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ATA INC.
Notes to the Consolidated Financial Statements (Continued)

(u) Earnings per share

Basic earnings per share is computed by dividing net earnings by the weighted average number of common shares outstanding during the year using the two-class method. Under the two-class method, net income is allocated between common shares and other participating securities based on their participating rights in undistributed earnings. The Company's non-vested shares relating to the share-based awards under the share incentive plan were considered participating securities since the holders of these securities have non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid).

Diluted earnings per share is calculated by dividing net earnings adjusted for the effect of dilutive common equivalent shares, if any, by the weighted average number of common and dilutive common equivalent shares outstanding during the year. Common equivalent shares consist of common shares issuable upon the exercise of outstanding share options (using the treasury stock method). Common equivalent shares in the diluted earnings per share computation are excluded to the effect that they would be anti-dilutive.

(v) Segment reporting

The Group has one operating segment, testing and training services. Substantially all of the Group's operations and customers are located in the PRC. Consequently, no geographic information is presented.

(w) Business Combination

Business combinations are recorded using the purchase method of accounting in accordance with ASC topic 805 ("ASC 805"): *Business Combinations*. The purchase method of accounting requires that the consideration transferred to be allocated to the assets, including separately identifiable assets acquired and liabilities assumed, based on their estimated fair values. The consideration transferred of an acquisition is measured as the aggregate of the fair values at the date of exchange of the assets given, liabilities incurred, and equity instruments issued as well as the contingent considerations and all contractual contingencies as of the acquisition date. The costs directly attributable to the acquisition are expensed as incurred. Identifiable assets, liabilities and contingent liabilities acquired or assumed are measured separately at their fair value as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total of cost of acquisition, fair value of the non-controlling interests and acquisition date fair value of any previously held equity interest in the acquiree over (ii) the fair value of the identifiable net assets of the acquiree, is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in earnings.

Where the consideration in an acquisition includes contingent consideration the payment of which depends on the achievement of certain specified conditions post-acquisition, the contingent consideration is recognized and measured at its fair value at the acquisition date and if recorded as a liability it is subsequently carried at fair value with changes in fair value reflected in earnings.

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Notes to the Consolidated Financial Statements (Continued)

(x) Recently issued accounting standards

In May 2014, the FASB issued Accounting Standard Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*. This ASU requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity should also disclose sufficient quantitative and qualitative information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. In December 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers*, which deferred the effective date of ASU No. 2014-09. In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* which clarifies the implementation guidance on principal versus agent considerations. The guidance includes indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customers. The new standard is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted for annual reporting periods beginning after December 15, 2016. The new revenue standard may be applied retrospectively to each prior period presented ("full retrospective method") or retrospectively with the cumulative effect recognized as of the date of adoption ("modified retrospective method").

The Group plans to apply the modified retrospective method starting from January 1, 2018. The Group conducted a review and evaluation over all the contracts that are not completed on January 1, 2018 and concluded that there is no material impact on the retained earnings as of January 1, 2018 and consolidated financial statements in fiscal year 2018 as a result of the new adoption of the guidance.

In February 2016, the FASB issued ASC Topic 842, *Leases* through ASU No. 2016-02. ASC Topic 842 requires a lessee to recognize all leases, including operating leases, on balance sheet via a right-of-use asset and lease liability, unless the lease is a short-term lease. All (or a portion of) fixed payments by the lessee to cover lessor costs related to ownership of the underlying assets, or executory costs, that do not represent payments for a good or service will be considered lease payments and be reflected in the measurement of lease assets and lease liabilities by lessees. The new standard does not substantially change lessor accounting from current U.S. GAAP. The new standard also requires lessees and lessors to disclose more qualitative and quantitative information about their leases than current U.S. GAAP does. The standard is applied retrospectively, with elective reliefs. The new standard is effective for annual and interim reporting periods beginning after December 15, 2018 for a public business entity. Early adoption is permitted. The Group is currently evaluating the impact ASU No. 2016-02 will have on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows — Classification of Certain Cash Receipts and Cash Payments*, which clarifies the presentation and classification of certain cash receipts and cash payments in the statement of cash flows. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted. The Group evaluated the impact of ASU No. 2016-15 and does not expect the adoption of ASU No. 2016-15 will have material impact on its consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows - Restricted cash*. This ASU requires companies to include cash and cash equivalents that have restrictions on withdrawal or use in total cash and cash equivalents on the statement of cash flows. This ASU is effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2017. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the amendments in an interim period, adjustments should be reflected at the beginning of the fiscal year that includes that interim period. The amendments in this

ASU should be applied using a retrospective transition method to each period presented. The Group evaluated the impact of ASU No. 2016-18 and determined to fully adopt the new standards starting from January 1, 2018 and will apply a retrospective transition method to each period presented.

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In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business (ASU 2017-01)*, which revises the definition of a business and provides new guidance in evaluating when a set of transferred assets and activities is a business. This guidance is effective for financial statements issued for fiscal year beginning after December 15, 2017 on a prospective basis, and early adoption is permitted. The Group does not expect the adoption of ASU No. 2017-01 will have material impact on its consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-04, *Goodwill and Other (Topic 350) — Simplifying the Test for Goodwill Impairment*. ASU 2017-04 simplifies the subsequent measurement of goodwill by eliminating Step 2 of the goodwill impairment test. In computing the implied fair value of goodwill under Step 2, an entity had to perform procedures to determine the fair value at the impairment testing date of its assets and liabilities (including unrecognized assets and liabilities) following the procedure that would be required in determining the fair value of assets acquired and liabilities assumed in a business combination. As a result of ASU No. 2017-04, an entity should perform its goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and then recognize an impairment charge, as necessary, for the amount by which the carrying amount exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to that reporting unit. ASU No. 2017-04 is effective for fiscal years and interim periods within those years beginning after December 15, 2019, and early adoption is permitted for interim or annual goodwill impairment tests performed after January 1, 2017. The Group is currently evaluating the impact ASU No. 2017-04 will have on its consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Compensation—Stock compensation (Topic 718): Scope of modification accounting (“ASU 2017-09”)*. The ASU provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting. For all entities that offer share-based payment awards, ASU No. 2017-09 are effective for interim and annual reporting periods beginning after December 15, 2017. The Group evaluated the impact of ASU No. 2017-09 and does not expect the adoption of ASU No. 2017-09 will have material impact on its consolidated financial statements.

(3) ACCOUNTS RECEIVABLE, NET

Accounts receivable, net is summarized as follows:

	<u>March 31, 2017</u>	<u>December 31, 2017</u>
	<u>RMB</u>	<u>RMB</u>
Accounts receivable	61,560,981	103,059,565
Less: allowance for doubtful accounts	(5,399,726)	(2,954,538)
Accounts receivable, net	<u>56,161,255</u>	<u>100,105,027</u>

Management performs ongoing credit evaluations of its customers' financial condition and generally does not require collateral on accounts receivable. The activity in the allowance for doubtful accounts for accounts receivable for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 is as follows:

	<u>Twelve months ended</u>		<u>Nine months ended</u>
	<u>March 31,</u>		<u>December 31,</u>
	<u>2016</u>	<u>2017</u>	<u>2017</u>
	<u>RMB</u>	<u>RMB</u>	<u>RMB</u>
Beginning allowance for doubtful accounts	5,003,118	4,875,266	5,399,726
Additions charged to (reversal of) provision for doubtful accounts	(127,852)	524,460	1,363,506
Write-off of accounts receivable	—	—	(3,808,694)
Ending allowance for doubtful accounts	<u>4,875,266</u>	<u>5,399,726</u>	<u>2,954,538</u>

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(4) PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets consist of the following:

	<u>March 31, 2017</u>	<u>December 31, 2017</u>
	RMB	RMB
Advances to employees	373,071	228,813
Other current assets	6,962,753	10,391,621
Total prepaid expenses and other current assets	7,335,824	10,620,434

Other current assets primarily consist of advances to suppliers for deposits, bidding deposits and rental prepayments.

(5) LONG-TERM INVESTMENTS

Long-term investments consist of the following:

	<u>March 31, 2017</u>	<u>December 31, 2017</u>
	RMB	RMB
Equity method investments	8,893,440	—
Cost method investments	69,621,700	75,121,700
Available-for-sale investment	10,376,547	—
Total long-term investments	88,891,687	75,121,700

Equity method investments

	<u>March 31, 2017</u>	<u>December 31, 2017</u>
	RMB	RMB
Beijing Zhishang Education Technology Ltd.	2,740,234	—
Brilent Inc.	6,153,206	—
Total equity method investments	8,893,440	—

In August 2014, ATA Online made a 45% equity interest investment to establish Beijing Zhishang Education Technology Ltd. (“Zhishang”), an online professional training provider based in PRC, by paying cash of RMB 13,500,000. The other shareholder of Zhishang is New Oriental Education & Technology Group. ATA online accounted for the investment under equity method. ATA online recognized its share of losses from this equity investment of RMB 4,694,972, RMB 4,961,519 and RMB 482,938 for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, respectively.

In June 2017, ATA online sold 15% of the equity interest in Zhishang for RMB 1,253,550 in cash to a partnership whose executive partner is the CEO and a director of ATA Online, and recognized gain from disposal of long-term investments of RMB 457,236. In December 2017, the Company sold the rest of the 30% of the equity interest in Zhishang for RMB 3,350,000 in cash, and recognized gain from disposal of long-term investments of RMB 1,889,018.

In September 2015, ATA BVI entered into an agreement to purchase 2,156,721 Series AA Preferred Shares issued by Brilent Inc. (“Brilent”) at a price of \$0.6955 per Series AA Preferred Shares with a total consideration of USD 1.5 million. Brilent is a service provider with an easy to use SaaS (Software as a Service) based in the United States. ATA BVI held 15.47% equity interest of Brilent and one board seat out of six. The investment is accounted for under the equity method as ATA BVI is able to exercise significant influence through its board seat. The Company recognized its share of loss from this equity investment of RMB 550,907, RMB 2,837,834 and RMB 1,395,234 for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, respectively.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Management evaluated whether there was other than temporary impairment based on the facts, including recent financing activities, projected and historical financial performance. Brilent encountered severe shortage of working capital resulted from continuous negative operating cash flows and turnover of key personnel in the fourth quarter of 2017. Management considered there was other than temporary impairment for the investments in Brilent and recognized the impairment loss of RMB 4,757,972 to reduce the investment to zero.

Cost method investments

	<u>March 31, 2017</u>	<u>December 31, 2017</u>
	RMB	RMB
Beijing Empower Education Online Co., Ltd.	32,500,000	38,000,000
Medicine (Beijing) Education Technology Ltd.	5,100,000	5,100,000
ApplySquare Education & Technology Co., Ltd.	19,721,700	19,721,700
Beijing GlobalWisdom Information Technology Co., Ltd.	12,300,000	12,300,000
Total cost method investments	69,621,700	75,121,700

During the year ended March 31, 2017, the Group entered into shares purchase agreements to acquire 8.33% equity interest of Beijing Empower Education Online Co., Ltd. (“EEO”), 15% equity interest of Medicine (Beijing) Education Technology Ltd. (“MDS”), 9%

equity interest of ApplySquare Education & Technology Co., Ltd (“ApplySquare”), and 8.2% equity interest of Beijing GlobalWisdom Information Technology Co., Ltd. (“GlobalWisdom”), by paying cash consideration of RMB 32,500,000, RMB 9,000,000, USD 3,000,000 (equivalent to RMB 19,721,700), and RMB 12,300,000 respectively.

In December 2016, the Company sold 6.5% of the equity interest in MDS for RMB 5,500,000 in cash, and recognized gain from disposal of long-term investment of RMB 1,600,000.

In April 2017, ATA entered into a capital increase agreement to make an additional investment of RMB 5,500,000 in EEO. The consideration has been paid to EEO in June 2017. After this additional investment, ATA invested a total of RMB 38,000,000 in EEO, and continues to account for the investment under cost method in accordance with ASC325: *Investments—Others*, since the investment is not in-substance common stock due to the liquidation preference feature, and does not have readily determinable fair value.

On July 26, 2017, GlobalWisdom entered into a new financing agreement with new investors. After GlobalWisdom’s new financing, ATA’s equity shares decreased to 6.8345% and ATA still has the right to appoint one director. Because these investment terms contain substantive liquidation preference over common stock that are not available to common shareholders, these investments are not substantially similar to common stock.

The Group determined that it was not practicable to estimate fair value of cost method investments as of March 31, 2017 and December 31, 2017, because the sales prices or bid-and-asked quotations of the equity interests of these entities are not currently available and the cost of obtaining an independent valuation appears excessive considering the materiality of the investments to the Group. The Group recognized the cost of these investments at cash consideration and accounts for the investment by the cost method in accordance with ASC 325: *Investments-Other*.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Available-for-sale investment

On March 24, 2016, ATA BVI entered into a convertible promissory note (“the Notes”) purchase agreement with Brilent pursuant to which Brilent will issue up to USD 2,500,000 of the Notes to certain investors including ATA BVI. On March 30, 2016 and April 28, 2016, Brilent issued the Notes to ATA BVI in the principal amount of USD 300,000 and USD 1,200,000 at a 6% interest rate per annum, in exchange for cash of USD 1,500,000. The Notes are due and redeemable 24 months from issuance. If a qualified financing occurs on or prior to the maturity date of the Notes, the Notes and all accrued and unpaid interest thereon shall convert, at ATA BVI’s option, into qualified financing securities at 75% of the qualified financing security purchase price subject to certain adjustment.

For the year ended March 31, 2017, RMB 568,320 was recognized as interest income in consolidated statements of comprehensive income (loss). The investment is classified as available-for-sale investment and is measured at fair value as of the balance sheet date. Unrealized holding loss of RMB 553,870 was reported in other comprehensive income (loss) for the year ended March 31, 2017. The Company determined the fair value of the Notes as of March 31, 2017 to be USD 1,504,000 (RMB 10,376,547). As a result of recent development of Brilent Inc., management considered that there was other than temporary impairment of this investment and recorded an impairment loss of the Notes of USD 1,504,000 (RMB 10,458,538) as of December 31, 2017. The unrealized loss of the Notes of RMB 553,870 has been reclassified to profit and loss correspondingly.

(6) FAIR VALUE MEASUREMENT

The following tables present the placement in the fair value hierarchy of assets that are measured at fair value on a recurring basis at March 31, 2017 and December 31, 2017:

	March 31, 2017 RMB	Fair value disclosure or measurement at March 31, 2017 using		
		Level 1 RMB	Level 2 RMB	Level 3 RMB
Available-for-sale investment:				
Convertible promissory note	10,376,547	—	—	10,376,547
	December 31, 2017 RMB	Fair value disclosure or measurement at December 31, 2017 using		
		Level 1 RMB	Level 2 RMB	Level 3 RMB
Available-for-sale investment:				
Convertible promissory note	—	—	—	—

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ATA INC.
Notes to the Consolidated Financial Statements (Continued)

To estimate the fair value of the Notes, the Group used the Cox, Ross and Rubinstein Binomial Model (“Binomial-Model”), which is based on the fair value of the entire invested capital of Brilent evaluated by an income approach. The significant inputs for the valuation model included the following:

	Year Ended March 31, 2017	
Total fair value of underlying asset as at valuation date		USD 12,000,000
Risk free rate of interest	For the March 30, 2016 Note	1.02%
	For the April 28, 2016 Note	1.04%
Maturity Date	For the March 30, 2016 Note	2018/3/30
	For the April 28, 2016 Note	2018/4/28
Volatility	For the March 30, 2016 Note	35.22%
	For the April 28, 2016 Note	36.10%

The fair value of the underlying asset has been determined using income approach including discounted cash flow model and unobservable inputs including assumptions of projected revenue, expenses, capital spending, other costs and a discount rate of 26% by using the weighted average cost of capital method.

Risk free rate of interest adopted for the valuation were estimated based on the U.S. daily treasury yield as at valuation date with term similar to the expected term of the Notes.

Maturity date is the time to maturity of the Notes according to the investment agreement.

The expected equity volatility were estimated based on the annualized standard deviation of the daily return embedded in the historical stock price of comparable companies with a time horizon close to the expected term determined based on the maturity date.

The following table presents a roll-forward of the fair value of Level 3 (significant unobservable inputs) asset for the year ended March 31, 2017 and nine months ended December 31, 2017, respectively, which only consists of available-for-sale investment:

	<u>Convertible promissory note</u> RMB
Beginning balance as of April 1, 2016	1,938,360
Purchase	7,957,440
Total gain or losses:	
Included in net loss	568,320
Included in other comprehensive income	(553,870)
Foreign currency translation adjustment	466,297
Ending balance as of March 31, 2017	10,376,547
Total gain or losses:	
Included in net income	(10,458,538)
Reclassification adjustment for loss on available-for-sale investment included in net income, net of nil income tax	553,870
Foreign currency translation adjustment	(471,879)
Ending balance as of December 31, 2017	—

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ATA INC.
Notes to the Consolidated Financial Statements (Continued)

The Group did not have any nonfinancial assets and liabilities that are measured at fair value on a nonrecurring basis as of March 31, 2017 and December 31, 2017, respectively.

The Group’s financial instruments consist of cash and cash equivalents, accounts receivable, advances to third parties, employees and suppliers, which are included in the prepaid expenses and other current assets, restricted cash, short-term loan and accrued expenses and other payables, all of which have a carrying amount that approximate fair value because of the short maturity of these instruments.

(7) PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following:

	<u>March 31, 2017</u> RMB	<u>December 31, 2017</u> RMB
Building	53,049,213	53,049,213
Computer equipment	28,964,985	31,165,518
Furniture, fixtures and office equipment	2,471,985	5,352,941

Software	15,994,016	16,368,208
Motor vehicles	2,767,358	2,382,702
Leasehold improvements	16,412,286	17,894,753
	119,659,843	126,213,335
Less: accumulated depreciation and amortization	(67,790,929)	(73,752,450)
Property and equipment, net	51,868,914	52,460,885

Total depreciation expense recognized for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 is allocated to the following expense items:

	Twelve months ended		Nine months ended
	March 31,		December 31,
	2016	2017	2017
	RMB	RMB	RMB
Cost of revenues	2,923,170	3,283,130	2,468,175
Research and development	879,228	1,064,370	1,257,337
Sales and marketing	514,458	601,509	455,373
General and administrative	4,101,778	3,743,084	1,906,538
Total depreciation expense	8,418,634	8,692,093	6,087,423

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(8) GOODWILL AND INTANGIBLE ASSETS, NET

(a) Goodwill

In December 2017, ATA Online acquired 65% equity interest in Qihuang Huizhi, with a total consideration of RMB 650,000. This acquisition was accounted for under the acquisition method and resulted in Qihuang Huizhi becoming a consolidated subsidiary of the Group. The excess of cost of acquisition and fair value of the non-controlling interests over the fair value of the identifiable net assets of Qihuang Huizhi, is recorded as goodwill of RMB 997,123. Refer to Note (23) for further details.

In December 2017, the Company sold the entire 60% equity interest in Beijing Puhua Huitong Education Technology Co., Limited (“Puhua Technology”) for RMB 2,000,000 in cash, and recognized gain from disposal of the subsidiary of RMB 898,203.

The change in the carrying amount of goodwill is as follows:

	RMB
Balance as of April 1, 2016	31,011,902
Acquisition of Puhua Technology (Note 23)	1,512,081
Balance as of March 31, 2017	32,523,983
Disposal of Puhua Technology	(1,512,081)
Acquisition of Qihuang Huizhi (Note 23)	997,123
Balance as of December 31, 2017	32,009,025

(b) Intangible assets

The following table summarizes the Company’s intangible assets, as of March 31, 2017 and December 31, 2017.

	March 31, 2017				
	Gross carrying amount	Accumulated amortization /deduction	Impairment	Net carrying amount	Weighted average amortization period
	RMB	RMB	RMB	RMB	Years
Customer relationships	1,300,000	(875,832)	—	424,168	12
Training platform	422,700	(288,845)	—	133,855	5
Royalty arrangement (i)	8,000,000	(1,200,000)	—	6,800,000	5
Education assessment test caseware (ii)	4,177,358	(208,868)	—	3,968,490	5
Total intangible assets	13,900,058	(2,573,545)	—	11,326,513	

	December 31, 2017				
	Gross carrying amount	Accumulated amortization /deduction	Impairment	Net carrying amount	Weighted average amortization period
	RMB	RMB	RMB	RMB	Years
Customer relationships	1,300,000	(875,832)	—	424,168	12
Training platform	422,700	(288,845)	—	133,855	5
Royalty arrangement (i)	8,000,000	(1,200,000)	—	6,800,000	5
Education assessment test caseware (ii)	4,177,358	(208,868)	—	3,968,490	5
Total intangible assets	13,900,058	(2,573,545)	—	11,326,513	

	RMB	RMB	RMB	RMB	Years
Customer relationships	1,300,000	(957,082)	—	342,918	12
Training platform	422,700	(352,250)	—	70,450	5
Royalty arrangement (i)	8,000,000	(2,400,000)	—	5,600,000	5
Education assessment test caseware (ii)	6,707,547	(961,982)	—	5,745,565	5
ACT license (iii)	14,919,647	(994,643)	—	13,925,004	5
Total intangible assets	31,349,894	(5,665,957)	—	25,683,937	

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Amortization expenses for intangible assets recognized as cost of revenues were RMB 192,874, RMB 1,601,740 and RMB 3,092,412 for the years ended March 31, 2016, 2017 and December 31, 2017, respectively.

(i) Royalty arrangement represents the exclusive right the Group authorized to launch the online education services for professionals who have obtained their qualification certificates with China Banking Association for five years.

(ii) Education assessment test caseware is the test content purchased for the Company's strategic K-12 academic assessment business, which includes three subjects of Literature, Mathematics and English over six grades of junior and senior high school.

(iii) ACT license represents the exclusive right the Group was authorized by ACT to provide a variety of ACT test preparation measures to students in China for five years.

As of December 31, 2017, the estimated amortization expense for the next five years is as follows:

	December 31
	RMB
2018	6,104,222
2019	6,033,772
2020	6,033,772
2021	5,143,358
2022	2,368,813

(9) ACCRUED EXPENSES AND OTHER PAYABLES

Accrued expenses and other payables consist of the following:

	March 31, 2017	December 31, 2017
	RMB	RMB
Value-added tax and other taxes payable	2,407,530	5,633,799
Accrued payroll and welfare	17,042,283	25,997,904
Accrued test monitoring fees	17,141,791	44,189,462
Royalty fees payable	734,571	1,707,151
Income taxes payable	—	14,953,642
Other current liabilities	52,032,672	38,479,021
Total accrued expenses and other payables	89,358,847	130,960,979

Other current liabilities as of March 31, 2017 and December 31, 2017 mainly include accrued traveling expenses, meeting expense and other operating expenses. The balance as of March 31, 2017 also includes an investment prepayment of RMB 34,000,000 received from two third party investors of Muhua Shangce (formerly known as "ATA Data"), for the acquisition of 20% equity shares of Muhua Shangce pursuant to the investment agreement signed on February 23, 2017. As of March 31, 2017, the closing conditions have not been met in accordance with relevant legal rules in PRC. Therefore, the amount was recognized as a liability as of March 31, 2017. The investment was closed with relevant regulatory registration process completed in June 2017.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(10) DEFERRED REVENUES

Deferred revenues consist of the following:

March 31, 2017	December 31, 2017
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	RMB	RMB
Testing service	8,047,140	6,364,793
Online education services	297,602	2,475,604
Other revenue — licensing fees from authorized test centers	2,333,983	2,383,722
Other revenue — others	1,274,794	1,412,005
Total deferred revenues	11,953,519	12,636,124

Representing:

Current deferred revenues	10,221,897	10,804,951
Non-current deferred revenues	1,731,622	1,831,173

(11) CHANGE IN FISCAL YEAR END

During the nine-month period ended December 31, 2017, the Group changed its fiscal year end to December 31, effective December 31, 2017.

The consolidated financial statements for the nine-month period ended December 31, 2017 is not comparable to that as of and for the years ended March 31, 2016 and 2017. For comparison purposes, the Group included the selected data from unaudited consolidated income statement for the nine-month period ended December 31, 2016 as below:

	Nine months ended December 31,	
	2016	2017
	RMB	RMB
Net revenues	435,436,426	490,059,099
Cost of revenues	218,885,233	259,049,753
Gross profit	216,551,193	231,009,346
Operating expenses	120,842,587	161,501,330
Income from operations	95,708,606	69,508,016
Other loss, net	(29,768,869)	(12,262,687)
Earnings before income taxes	65,939,737	57,245,329
Income tax expense	21,995,839	29,408,249
Net income	43,943,898	27,837,080

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(12) NET REVENUES

The components of net revenues for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 are as follows:

	Twelve months ended		Nine months ended
	March 31,		December 31,
	2016	2017	2017
	RMB	RMB	RMB
Testing services	384,799,721	430,056,696	453,225,035
Online education services	4,896,879	7,462,036	6,552,599
Other revenue	27,443,369	34,866,984	30,281,465
Net revenues	417,139,969	472,385,716	490,059,099

Other revenue primarily includes licensing fees from authorized test centers, test development services, test certificate services, test administration products sales and operating leases income.

(13) INCOME TAXES

Cayman Islands and British Virgin Islands

Under the current laws of the Cayman Islands and the British Virgin Islands, the Group is not subject to any income tax in these jurisdictions.

Hong Kong

Xing Wei did not derive any income that is subject to Hong Kong profits tax for the taxable years ended March 31, 2016, 2017 and nine months ended December 31, 2017. Accordingly, no provision for Hong Kong profits tax was required. The payment of dividends by Hong Kong companies is not subject to any Hong Kong withholding tax.

People's Republic of China

The Company's consolidated PRC entities file separate income tax returns.

Under the Enterprise Income Tax Law ("EIT Law"), the statutory income tax rate is 25% effective from January 1, 2008. Entities that qualify as "high-and-new technology enterprises eligible for key support from the State" ("HNTE") are entitled to a preferential income tax rate of 15%. If an HNTE enterprise no longer satisfies the related accreditation criteria, its certificate will be cancelled and it will cease to be entitled to the related tax incentives.

The Company's PRC entities are subject to income tax at 25%, unless otherwise specified.

In December 2008, ATA Testing received approval from the tax authority that it qualified as an HNTE. The certificate entitled ATA Testing to the preferential income tax rate of 15% effective retroactively from January 1, 2008 to December 31, 2010. In October 2011, ATA Testing received approval from the tax authority on its renewal as an HNTE which entitled it to the preferential income tax rate of 15% effective retroactively from January 1, 2011 to December 31, 2013. In October 2014, ATA Testing received approval from the tax authority on its renewal as an HNTE which entitled it to the preferential income tax rate of 15% effective retroactively from January 1, 2014 to December 31, 2016. In October, 2017, ATA Testing received approval from the tax authority on its renewal as an HNTE which entitled it to the preferential income tax rate of 15% effective retroactively from January 1, 2017 to December 31, 2019.

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In December 2009, ATA Learning, ATA Online and Muhua Shangce received approvals from the tax authorities that they qualified as HNTEs. The certificates entitled them to the preferential income tax rate of 15% effectively retroactively from January 1, 2009 to December 31, 2011. In May and July 2012, ATA Learning, ATA Online and Muhua Shangce received approvals from the tax authorities on its renewals as HNTEs which entitled them to the preferential income tax rate of 15% effective retroactively from January 1, 2012 to December 31, 2014. In November 2015, ATA Learning, ATA Online and Muhua Shangce received approvals from the tax authorities on its renewals as HNTEs which entitled them to the preferential income tax rate of 15% effective retroactively from January 1, 2015 to December 31, 2017. The applicable income tax rate for ATA Learning, ATA Online and Muhua Shangce from January 1, 2018 onward will be 25% unless they re-qualify as HNTE. ATA Online and Muhua Shangce are currently in the process of renewing their HNTE certificates for another three years. Upon successful renewal, these entities would be entitled to a preferential tax rate of 15% retroactively from January 1, 2018.

The EIT Law and its relevant regulations impose a withholding tax at 10%, unless reduced by a tax treaty or agreement, for dividends distributed by a PRC-resident enterprise to its immediate holding company outside the PRC for earnings generated beginning on January 1, 2008. Undistributed earnings generated prior to January 1, 2008 are exempt from withholding tax. As of December 31, 2017, the Company has accrued withholding tax of RMB22,797,747 on undistributed earnings of RMB 227,977,473 generated by its PRC consolidated entities since January 1, 2008.

The earnings (losses) before income taxes were generated in the following jurisdictions:

	Twelve months ended		Nine months ended
	March 31,		December 31,
	2016	2017	2017
	RMB	RMB	RMB
Cayman Islands and British Virgin Islands	(23,126,473)	(7,439,119)	(42,757,651)
PRC	68,147,366	36,100,641	100,040,452
Hong Kong	(48,227)	(33,943)	(37,472)
Earnings before income taxes	44,972,666	28,627,579	57,245,329

Income tax expense recognized in the consolidated statements of comprehensive income (loss) consists of the following:

	Twelve months ended		Nine months ended
	March 31,		December 31,
	2016	2017	2017
	RMB	RMB	RMB
PRC			
Current income tax expense	11,867,755	15,677,070	27,953,476
Deferred income tax expense	7,053,724	22,919,916	1,454,773
Total income tax expense	18,921,479	38,596,986	29,408,249

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Notes to the Consolidated Financial Statements (Continued)

The actual income tax expense reported in the consolidated statements of comprehensive income (loss) differs from the respective amount computed by applying the PRC statutory income tax rate of 25% for each of the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 to earnings before income taxes due to the following:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
	RMB	RMB	RMB
Computed “expected” income tax expense	11,243,167	7,156,895	14,311,332
Increase in valuation allowance	16,146,033	21,150,760	12,376,506
Preferential income tax rate	(7,911,837)	(12,853,725)	(13,093,467)
Entities not subject to income tax	3,502,469	1,868,266	6,914,869
<i>Non-deductible expenses</i>			
Entertainment	792,099	662,669	715,053
Share-based compensation	2,291,206	1,739,601	3,783,912
Bad debt loss	(31,963)	173,615	340,877
Tax rate differential	(3,974,403)	—	—
Additional deduction of research and development costs	(4,900,698)	(4,856,620)	(4,568,576)
Withholding tax related to undistributed earnings	—	22,620,872	9,476,875
Other	1,765,406	934,653	(849,132)
Actual income tax expense	18,921,479	38,596,986	29,408,249

The applicable PRC statutory tax rate is used since the Group’s taxable income is generated in the PRC.

The tax effects of the Group’s temporary differences that give rise to significant portions of the deferred income tax assets and liabilities are as follows:

	March 31,	December 31,
	2017	2017
	RMB	RMB
Deferred income tax assets:		
Tax loss carryforwards	28,887,161	38,262,815
Share of losses of equity method investments	3,193,339	3,193,339
Impairment loss of long-term investments	8,049,843	8,049,843
Accrued expenses and other payables	4,292,260	5,375,538
Property and equipment, net	276,921	552,743
Funding support	—	335,815
Total gross deferred income tax assets	44,699,524	55,770,093
Less: valuation allowance	(41,179,348)	(53,555,854)
Total deferred income tax assets, net	3,520,176	2,214,239
Deferred income tax liabilities:		
Customer relationships	97,952	85,764
Training platform	33,464	17,613
Withholding tax related to distributable earnings	22,620,872	22,797,747
Total gross deferred income tax liabilities	22,752,288	22,901,124
Net deferred income tax assets	3,388,760	2,110,862
Net deferred income tax liabilities	22,620,872	22,797,747

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

The movements of the valuation allowance are as follows:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
	RMB	RMB	RMB
Balance at the beginning of the period	3,882,555	20,028,588	41,179,348
Additions	16,146,033	21,150,760	12,376,506
Balance at the end of the period	20,028,588	41,179,348	53,555,854

As of December 31, 2017, the valuation allowance of RMB 53,555,854 was related to the deferred income tax assets of PRC entities which were in loss position. As of December 31, 2017, management believes it is more likely than not that the Group will realize the deferred income tax assets, net of the valuation allowance. The amount of the deferred income tax assets, however, considered realizable as of December 31, 2017 could be reduced in the near term if estimates of future taxable income are reduced.

As of December 31, 2017, the Group had tax loss carry forwards for PRC income tax purpose of RMB 153,051,262 of which RMB 4,996,057, RMB 5,438,101, RMB 41,458,163, RMB 42,390,834 and RMB 58,768,107 will expire if unused by December 31, 2018, 2019, 2020, 2021 and 2022, respectively.

For the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, the Group had no unrecognized tax benefits, and thus no related interest and penalties were recorded. Also, the Group does not expect that the amount of unrecognized tax benefits will significantly increase within the next twelve months.

According to the PRC Tax Administration and Collection Law, the statute of limitation is three years if the underpayment of taxes is due to computational errors made by the taxpayer or the withholding agent. The statute of limitation is extended to five years under special circumstances where the underpayment of taxes is more than RMB 100,000. In the case of transfer pricing issues, the statute of limitation is ten years. There is no statute of limitation in the case of tax evasion. The income tax return of each of the Company's PRC consolidated entities is subject to examination by the relevant tax authorities for the calendar tax years beginning in 2013.

(14) MEZZANINE EQUITY-REDEEMABLE NON-CONTROLLING INTERESTS

	<u>December 31, 2017</u>
	RMB
Balance at the beginning of the period	—
Capital contribution	34,000,000
Comprehensive loss	(1,444,363)
Accretion of redeemable non-controlling interests	3,748,639
Balance at the end of the period	<u>36,304,276</u>

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Notes to the Consolidated Financial Statements (Continued)

In February 2017, two third-party investors (“the investors”) acquired 20% of the equity interest of Muhua Shangce at a consideration of RMB 34,000,000. The investors have the right to ask Muhua Shangce to purchase back part or all of the equity interest if Muhua Shangce does not achieve a qualified IPO, as defined by the investment agreement, within 6 years at the redemption price of RMB 34,000,000 plus 8% of interest for the period from February 2017 to the date of redemption. The redeemable non-controlling interest was recorded outside of permanent equity on the consolidated balance sheet and initially recorded at the carrying value of RMB 34,000,000. The amount presented in redeemable non-controlling interest should be the greater of the non-controlling interest balance after attribution of net income or loss of the subsidiary and related dividends to the non-controlling interest or the amount of redemption value.

(15) SHARE-BASED COMPENSATION

2005 Share incentive plan

In April 2005, the Company adopted a share incentive plan (the “2005 Plan”), pursuant to which the Company is authorized to issue options to officers, employees, directors and consultants of the Group to purchase up to 2,894,000 of its common shares. In October 2007, the Company's board of directors approved an increase in the number of shares reserved for issuance under the 2005 Plan to 3,310,300 shares. The 2005 Plan expired in April 2015. Options awards provide for accelerated vesting if there is a change in control (as defined in the 2005 Plan).

2008 Share incentive plan

On January 7, 2008, the Company adopted a share incentive plan (the “2008 Plan”), pursuant to which the Company is authorized to issue options and other share-based awards to officers, employees, directors and consultants of the Group to purchase up to 336,307 of its common shares, plus, unless the board of directors determines a lesser amount, an annual increase on January 1 of each calendar year beginning in 2009 equal to the lesser of 1) one percent of the number of shares issued and outstanding on December 31 of the immediately preceding calendar year, and 2) 336,307 shares (the “replenish terms”). The 2008 Plan expires in ten years. Options awards provide for accelerated vesting if there is a change in control (as defined in the 2008 Plan). On December 30, 2016, the Company amended the 2008 Plan to increase the number of Common Shares of the Company reserved for issuance to 5,726,763 shares and extend the plan together with the replenish terms for ten years from December 30, 2016. As of December 31, 2017, 6,063,070 shares were reserved for issuance under the 2008 Plan.

Under both the 2005 Plan and 2008 Plan, share options are generally granted with 25% vesting on the first anniversary of the grant date and the remaining 75% vesting ratably over the following 36 months, unless a shorter or longer duration is established at the time of the option grant. Share options are granted at an exercise price equal to the fair market value of the Company's share at the date of grant and expire 10 years from the grant date.

Under the 2008 Plan, non-vested shares are granted with a graded vesting as to 25% at the end of each year from the grant date over 4 years.

For the graded vesting share options and non-vested shares, the Company recognizes the compensation cost over the requisite service period for each separately vesting portion of the award as if the award is, in substance, multiple awards.

In April 2015, the Company extended the exercise period of vested share options of certain employees for an additional six months. The modification resulted in additional compensation expense of RMB 1,635,726 for the year ended March 31, 2016. All of these share options were expired without any exercise as of March 31, 2016.

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Notes to the Consolidated Financial Statements (Continued)

In January 2017, 2,700,000 non-vested shares were granted to employees and officers with a graded vesting as to 25% at the end of each year from the grant date over 4 years and 900,000 share options were granted to Company's employees and officers, 25% of the options vest on the first anniversary of the grant date with the remaining 75% vesting evenly over the following 36 months. The exercise price of these options is USD 1.705 per common share.

In August 2017, 50,000 share options were granted to an employee, 25% of the options vest on the first anniversary of the grant date with the remaining 75% vesting evenly over the following 36 months. The exercise price of these options is USD 2.35 per common share.

A summary of the share options activities for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 is presented below:

	Number of shares	Weighted average exercise price USD	Weighted remaining contractual years	Aggregate intrinsic value USD
Outstanding as of March 31, 2015	3,885,667	2.66		
Granted	—	—		
Exercised	—	—		
Forfeited	—	—		
Expired	(1,981,600)	2.72		
Outstanding as of March 31, 2016	1,904,067	2.61		
Granted	900,000	1.71		
Exercised	—	—		
Forfeited	(100,000)	1.71		
Expired	(253,000)	3.60		
Outstanding as of March 31, 2017	2,451,067	2.21		
Granted	50,000	2.35		
Exercised	—	—		
Forfeited	(50,000)	1.71		
Expired	(74,000)	3.60		
Outstanding as of December 31, 2017	2,377,067	2.18		
Vested and expected to vest as of December 31, 2017	2,377,067	2.18	7.46	556,612
Exercisable as of December 31, 2017	842,337	2.54	6.23	51,431

The aggregate intrinsic value of options outstanding and exercisable at December 31, 2017, was determined based on the closing price of the Company's common shares on December 31, 2017.

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Notes to the Consolidated Financial Statements (Continued)

Information relating to options outstanding and exercisable as of December 31, 2017 is as follows:

Options outstanding as of December 31, 2017			Options exercisable as of December 31, 2017		
Number of Shares	Exercise Price per Share USD	Remaining Contractual Life Years	Number of Shares	Exercise Price per Share USD	Remaining Contractual Life Years
100,000	4.75	0.07	100,000	4.75	0.07
7,607	2.69	1.16	7,607	2.69	1.16
1,469,460	2.24	7.12	734,730	2.24	7.12
750,000	1.71	9.05	—	—	—
50,000	2.35	9.61	—	—	—

2,377,067

2.18

7.46

842,337

2.54

6.23

The Company calculated the fair value of the share options on the grant or the modification date, for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, using the Black-Scholes-Merton pricing valuation model. The assumptions used in the valuation model are summarized as follows:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
Expected dividend yield	0%	0%	8.7%
Expected volatility	50%	63%	60%
Expected term	0.25	6.08	6.08
Risk-free interest rate (per annum)	0.72%	1.98%	1.96%

The expected volatility was based on the historical volatilities of the Company. The expected term was related to the period of time the options are expected to be outstanding. The risk-free rate for periods within the contractual life of the option is based on the United States treasury yield curve in effect at the time of grant or modification.

Compensation expense for share options of RMB 8,040,512, RMB 4,079,082 and RMB 3,760,421 was recognized for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017.

As of December 31, 2017, RMB 3,527,802 of total unrecognized compensation expense related to non-vested share options is expected to be recognized over a weighted average period of approximately 2.53 years.

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Non-vested shares

A summary of the non-vested shares activities for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 is presented below:

	Number of shares	Weighted average grant date fair value USD
Outstanding at March 31, 2015	445,000	3.819
Granted	—	—
Vested	(325,000)	4.437
Forfeited	—	—
Outstanding at March 31, 2016	120,000	2.145
Granted	2,700,000	1.650
Vested	(60,000)	2.145
Forfeited	(60,000)	1.650
Outstanding at March 31, 2017	2,700,000	1.661
Granted	—	—
Vested	(60,000)	2.145
Forfeited	(15,000)	1.650
Outstanding at December 31, 2017	2,625,000	1.650

The total fair value of shares vested during the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 was USD 831,375, USD 157,176 and USD 148,500 respectively.

Upon the vesting of the non-vested shares, the Company withholds the shares issued to the employees to meet the relevant minimum tax withholding requirements. For the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, the Company withheld 51,234, 11,624 and 11,252 vested shares upon the vesting of the non-vested shares to satisfy the minimum tax withholding obligation. Compensation expense recognized for non-vested shares for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 is allocated to the following expense items:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
	RMB	RMB	RMB
Cost of revenues	90,002	455,115	1,791,786
Research and development	75,834	495,440	2,130,513
Sales and marketing	150,420	525,542	2,051,481

General and administrative	808,054	1,403,224	5,401,445
Total share-based compensation expense	1,124,310	2,879,321	11,375,225

As of December 31, 2017, RMB 14,789,370 of total unrecognized compensation expense related to non-vested shares is expected to be recognized over a weighted average period of approximately 3.05 years.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(16) COMMON SHARES

The Company's board of directors approved a share repurchase program on November 1, 2012 to repurchase up to USD 5.0 million worth of its issued and outstanding American Depository Shares ("ADS") in both open-market and privately negotiated transactions. On January 31, 2013, the Company's board of director reviewed and approved the continuation of the share repurchase program through May 31, 2013. The Company's board of directors approved a share repurchase program on August 5, 2014 to repurchase up to USD 5.0 million worth of its issued and outstanding ADSs in open-market through January 31, 2015. The Company's board of directors approved a share repurchase program on September 24, 2015 to repurchase up to USD 3.0 million worth of its issued and outstanding ADSs in open-market through March 31, 2016. For the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, the Company repurchased 1,134,264, nil and nil common shares at a repurchase price of RMB 19,536,028, RMB nil, and RMB nil respectively.

(17) CASH DIVIDENDS

On June 1, 2017, the Company's board of directors declared a special cash dividend of USD 0.205 per common share, or USD 0.41 per ADS. The total amount of dividend was RMB 65,698,571 and was paid in cash in June and July 2017.

(18) STATUTORY RESERVES

In accordance with the relevant laws and regulations of the PRC, the Company's PRC consolidated entities are required to transfer 10% of their respective after tax profit, as determined in accordance with PRC accounting standards and regulations to a general reserve fund until the balance of the fund reaches 50% of the registered capital of the respective entity. The transfer to this general reserve fund must be made before distribution of dividends can be made. As of March 31, 2017 and December 31, 2017, the PRC consolidated entities had appropriated RMB 55,164,065 and RMB 62,309,344, respectively, to the general reserve fund, which is restricted for distribution to the Company.

(19) RELATED PARTY TRANSACTIONS

(a) Receivable due from shareholder

In May 2015, the Group terminated the VIE agreements with the nominee shareholders. The entire equity interests of ATA Online were transferred from the nominee shareholders to ATA Learning and Zhongxiao Zhixing for a consideration of RMB 10.0 million, equaling to the amount of the registered capital of ATA Online. As a result, ATA Online became a wholly owned subsidiary of the Group. The consideration was paid to the nominee shareholders. Mr. Haichang Xiong, has transferred his consideration of RMB 1.0 million to Mr. Kevin Xiaofeng Ma on March 29, 2016. The Group received RMB 10.0 million in cash from Mr. Kevin Xiaofeng on June 7, 2017.

(b) Sublease of Jianwai SOHO office to Master Mind

ATA Testing subleased Jianwai SOHO office to an equity investee, Master Mind, with a contract term from May 17, 2015 to May 16, 2020. Since June 2017, Master Mind has encountered severe cash flow and going concern issues and stopped making rent payment to the Company. The Company recognized a total sublease income of RMB 650,478 and RMB 207,346 for the year ended March 31, 2017 and nine months ended December 31, 2017, respectively. In February 2018, the sublease agreement was terminated.

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Notes to the Consolidated Financial Statements (Continued)

(c) Disposal of Equity Interest in ZhiShang to Tianjin Zhishang

On June 27, 2017, ATA Online entered into an agreement to sell a 15% equity interest in Zhishang to Tianjin Zhishang Education Technology Limited Partnership ("Tianjin Zhishang") for a total cash consideration of RMB 1,253,550. The Executive Partner of Tianjin Zhishang is the CEO and a director of ATA Online.

(20) COMMITMENTS AND CONTINGENCIES

(a) Lease commitments

The Group entered into non-cancelable operating leases, primarily for office space, for initial terms of 12 to 58 months.

Minimum rent payments under operating leases are recognized on a straight-line basis over the term of the lease, including any periods of free rent.

Future minimum lease payments under non-cancelable operating leases (with initial or remaining lease terms in excess of one year) as of December 31, 2017 are:

	Minimum Lease Payments Amount RMB
Year ended December 31:	
2018	16,285,285
2019	15,749,308
2020	4,548,053
2021	—
2022	—
	36,582,646

Rental expense for operating leases (except leases with a term of one month or less that are not renewed) for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 were RMB 12,803,338, RMB 13,206,748 and RMB 10,601,078 respectively.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(b) Other commitments

On August 11, 2011, the Group entered into an agreement with a vendor granting the Group a license to distribute the vendor's test related products in Mainland China for 10 years. Each party may terminate this agreement at any time for any reason by giving the other party not less than twelve months written notice subject only that the earliest termination date may not be before the fifth anniversary of this agreement unless either party is in breach of this agreement.

On April 27, 2017, the Group entered into a five-year agreement with Tsinghua University, under which ATA will support the research of the Research Institute of Future Education and Assessment at Tsinghua University under certain circumstances with funding support of RMB 50.0 million, out of which RMB 40.0 million will be paid in the following four years.

On August 25, 2017, the Group entered into an agreement to purchase computers and accessories with payments to be made in four years since 2018.

The future minimum payments under the non-cancelable agreements as of December 31, 2017 are:

	Required Payments Amount RMB
Year ended December 31:	
2018	16,987,600
2019	15,043,600
2020	11,263,600
2021	11,263,600
2022	—
	54,558,400

License fee for the non-cancelable purchase agreement for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017 were RMB 2,642,777, RMB 3,485,967 and RMB 3,336,996 respectively.

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(21) OPERATING LEASES

Minimum rental income under operating lease is recognized on a straight-line basis over the term of the lease, including any periods of free rent.

Property on Operating Lease

	March 31, 2017	December 31, 2017
	RMB	RMB
Building	53,049,213	53,049,213
Less: Accumulated depreciation	(13,812,837)	(15,149,677)
	39,236,376	37,899,536

Rentals under Operating Lease

Future minimum rental income under non-cancelable operating lease as of December 31, 2017 are:

	Minimum Rentals Amount RMB
Year ended December 31:	
2018	5,923,779
2019	6,186,422
2020	2,066,707
2021	—
2022	—
	14,176,908

(22) EARNINGS (LOSS) PER COMMON SHARE

Basic and diluted earnings (loss) per common share are calculated as follows:

	Twelve months ended March 31,		Nine months ended December 31,
	2016 RMB	2017 RMB	2017 RMB
Numerator:			
Net earnings (loss)	26,051,187	(9,716,002)	29,633,544
Dividends paid to participating securities	—	—	(3,749,630)
Redeemable non-controlling interest redemption value accretion	—	—	(3,748,639)
Net profit attributable to participating securities	(130,924)	—	—
Net earnings (loss) available to common shareholders	25,920,263	(9,716,002)	22,135,275
Denominator:			
Denominator for basic earnings (loss) per share:			
Weighted average common shares outstanding	45,635,186	45,772,916	45,793,127
Denominator for diluted earnings (loss) per share	45,635,186	45,772,916	45,793,127
Basic earnings (loss) per common share	0.57	(0.21)	0.48
Diluted earnings (loss) per common share	0.57	(0.21)	0.48

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Notes to the Consolidated Financial Statements (Continued)

The following table summarizes potential common shares outstanding excluded from the calculation of diluted earnings (loss) per share for the years ended March 31, 2016, 2017 and nine months ended December 31, 2017, because their effect is anti-dilutive:

	Twelve months ended March 31,		Nine months ended December 31,
	2016	2017	2017
Shares issuable under share options	1,904,067	2,451,067	2,377,067

(23) ACQUISITION

On September 12, 2016, the Group acquired 60% equity interest in Puhua Technology by injection of RMB 2.0 million in cash. Puhua Technology is primarily engaged in technology development and online education consulting business. As of March 31, 2017, RMB 2.0 million has been fully paid to Puhua Technology. This transaction was accounted for using business acquisition method and

Puhua Technology became a consolidated subsidiary of the Group.

The acquired business contributed net revenue of RMB 71,349 and net loss of RMB 633,513 to the Group for the period from September 12, 2016 to March 31, 2017.

The following table summarizes the consideration paid to acquire Puhua Technology and the amount of identifiable assets acquired and liabilities assumed at the acquisition date:

	<u>As of September 12, 2016</u>
	<u>RMB</u>
Fair value of consideration transferred:	
Cash paid	2,000,000
Fair value of non-controlling interests	1,333,333
Fair value of identifiable assets acquired and liabilities assumed:	
Cash	2,411,583
Other receivables and prepayments	746,009
Other non-current assets	16,848
Total assets acquired	<u>3,174,440</u>
Other liabilities	<u>(1,353,188)</u>
Amount of identifiable net assets	<u>1,821,252</u>
Goodwill	<u>1,512,081</u>

The goodwill represents the workforce of the acquired business, synergies expected to arise after the Group's acquisition of Puhua Technology and expansion in product offering of our testing services. All related goodwill was assigned to the enterprise level.

In December 2017, the Group sold the entire 60% equity interest in Puhua Technology for RMB 2,000,000 in cash, and recognized gain from disposal of the subsidiary of RMB 898,203.

In December 2017, ATA Online acquired 65% equity interest in Qihuang Huizhi, with a total consideration of RMB 650,000. Qihuang Huizhi is primarily engaged in providing online training services to the Internet Access Service Association of China and the cash consideration was fully paid on December 13, 2017. This acquisition was accounted for under the acquisition method and resulted in Qihuang Huizhi becoming a consolidated subsidiary of the Group. The excess of cost of acquisition and fair value of the non-controlling interests over the fair value of the identifiable net assets of Qihuang Huizhi, is recorded as goodwill of RMB 997,123. The goodwill represents the resources of the acquired business, synergies expected to arise after the Group's acquisition of Qihuang Huizhi and expansion in product offering of our online education services. All associated goodwill was assigned to the ATA Online level.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(24) SUBSEQUENT EVENTS

(a) Sale of Wholly-owned Subsidiary ATA Online

On February 6, 2018, the Company entered into a share purchase agreement (the "Share Purchase Agreement") with a group of investors including two entities affiliated with funds managed by CDH Investments, a major Chinese alternative asset management firm based in Beijing; New Beauty Holdings Limited, a company controlled by ATA's Chairman and Chief Executive Officer Mr. Kevin Xiaofeng Ma; and four holding companies controlled by certain management members of ATA's wholly-owned subsidiary ATA Online (Beijing) Education Technology Co., Ltd. ("ATA Online") (collectively, the "Buyer Group"), with respect to the sale of ATA Online.

Pursuant to the terms of the Share Purchase Agreement, the Buyer Group has agreed to acquire all of the outstanding equity interests of ATA Online, which is currently held directly or indirectly by ATA for a total consideration of USD 200.0 million in cash (the "Transaction"). The USD 200.0 million in cash consideration payable by the Buyer Group for ATA Online represents an 87.4% premium over ATA's market capitalization (calculated based on the closing trading price of ATA's ADSs on February 5, 2018).

Mr. Ma has paid a cash deposit in the amount of USD 20.0 million to ATA as collateral and security for the payment obligations of the Buyer Group under the Share Purchase Agreement.

The closing of the Transaction is expected to take place in three stages subject to the satisfaction of various conditions in the Share Purchase Agreement. As of the report date, the first closing has already consummated and consideration of USD 35.0 million for the first closing was received by the Company. The Company expects the Transaction to be completed in the third quarter of 2018.

(b) Establishment of a Variable Interest Entity ("VIE") ATA Intelligent Learning (Beijing) Technology Limited

In March 2018, ATA Testing entered into a series of contractual arrangements with ATA Intelligent Learning (Beijing) Technology

Limited (“ATA Intelligent Learning”), which was set up in March 2018, and its nominee shareholders, i.e. Mr. Kevin Xiaofeng Ma and Mr. Haichang Xiong. The contractual arrangements include loan agreements, a call option and cooperation agreement, an equity interest pledge agreement, an exclusive technical consulting and services agreement, and powers of attorney (collectively, the “ATA Intelligent Learning Agreements”). Pursuant to the ATA Intelligent Learning Agreements, ATA is able to exercise effective control over, bears the risks of, enjoys substantial economic benefits of ATA Intelligent Learning, and has an exclusive option to purchase all or part of the equity interests in ATA Intelligent Learning when and to the extent permitted by PRC law at the minimum price possible. ATA became the primary beneficiary of ATA Intelligent Learning, and it is treated as a variable interest entity of ATA. As such, the financial results of ATA Intelligent Learning will be included in the consolidated financial statements since March 2018.

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

(25) ATA INC. (“Parent Company”)

The following presents condensed financial information of the Parent Company only.

Condensed Balance Sheets

	<u>March 31, 2017</u>	<u>December 31, 2017</u>	<u>December 31, 2017</u>
	RMB	RMB	USD
Cash and cash equivalents	505,082	1,807,629	277,827
Prepaid expenses and other current assets	210,100	2,955	455
Investments in subsidiaries	392,224,481	374,906,204	57,622,028
Total assets	392,939,663	376,716,788	57,900,310
Accrued expenses and other current liabilities	1,562,363	11,987,350	1,842,422
Total liabilities	1,562,363	11,987,350	1,842,422
Common shares	3,533,912	3,534,871	543,300
Treasury shares	(27,737,073)	(27,737,073)	(4,263,110)
Additional paid in capital	402,631,430	389,897,690	59,926,178
Accumulated other comprehensive loss	(25,069,771)	(26,850,955)	(4,126,917)
Retained earnings	38,018,802	25,884,905	3,978,437
Total shareholders' equity	391,377,300	364,729,438	56,057,888
Total liabilities and shareholders' equity	392,939,663	376,716,788	57,900,310

Condensed Statements of Comprehensive Income (Loss)

	<u>Twelve months ended March 31,</u>		<u>Nine months ended December 31,</u>	
	<u>2016</u>	<u>2017</u>	<u>2017</u>	<u>2017</u>
	RMB	RMB	RMB	USD
Operating expenses	(4,292,082)	(3,818,608)	(14,273,099)	(2,193,734)
Investment income (loss)	30,476,370	(6,587,058)	40,802,611	6,271,246
Interest expense	—	(75,918)	(52,074)	(8,004)
Interest income	79,847	568,503	15,394	2,366
Foreign currency exchange gains (losses), net	(212,948)	197,079	(607,927)	(93,437)
Earnings before income taxes	26,051,187	(9,716,002)	25,884,905	3,978,437
Income tax expense	—	—	—	—
Net income (loss)	26,051,187	(9,716,002)	25,884,905	3,978,437
Other comprehensive income (loss)	2,002,553	104,358	(1,781,184)	(273,763)
Comprehensive income (loss)	28,053,740	(9,611,644)	24,103,721	3,704,674

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ATA INC.

Notes to the Consolidated Financial Statements (Continued)

Condensed Statements of Cash Flows

	<u>Twelve months ended March 31,</u>		<u>Nine months ended December 31,</u>	
	<u>2016</u>	<u>2017</u>	<u>2017</u>	<u>2017</u>
	RMB	RMB	RMB	USD

Net cash used in operating activities	(3,150,707)	(2,858,989)	(5,003,772)	(769,067)
Cash flows from investing activities :				
Collection from subsidiaries	17,406,546	400,783	(9,274,288)	(1,425,432)
Dividend received from PRC subsidiaries	—	—	82,452,704	12,672,749
Net cash provided by investing activities	17,406,546	400,783	73,178,416	11,247,317
Cash flows from financing activities :				
Cash paid for repurchase of common shares	(19,536,028)	—	—	—
Special cash dividend	—	—	(65,698,571)	(10,097,685)
Net cash used in financing activities	(19,536,028)	—	(65,698,571)	(10,097,685)
Effect of foreign exchange rate changes on cash	7,443	31,935	(1,173,526)	(180,368)
Net increase (decrease) in cash	(5,272,746)	(2,426,271)	1,302,547	200,197
Cash at beginning of period	8,204,099	2,931,353	505,082	77,630
Cash at end of period	2,931,353	505,082	1,807,629	277,827

LOAN AGREEMENT

The Loan Agreement (the “Agreement”) is entered into as of March 15, 2018 between the following two parties:

(1) ATA Testing Authority (Beijing) Limited (“ATA Testing”) (the “Lender”), a limited liability company established and registered in the People’s Republic of China (“PRC”) located in Beijing, China.

(2) Ma Xiaofeng (the “Borrower”)

PRC ID NUMBER: xxxxxxxxxxxx

ADDRESS: xxxxxxxx, Beijing.

The Lender and the Borrower will each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS:

1. The Borrower holds 90% of the equity interest (hereinafter referred to as the “Borrower’s equity”) of ATA Intelligent Learning (Beijing) Technology Limited (hereinafter referred to as “ATA Intelligent Learning”); ATA Intelligent Learning is a limited liability company incorporated in Beijing, China. As of the date of this Agreement, registered capital of ATA Intelligent Learning is RMB 10 million; ATA Intelligent Learning is engaged in the relevant business (“Core Business”) as recorded in the business scope of its business license by law;
2. The Lender is a wholly foreign-owned enterprise registered and established in Beijing, China. It possesses expertise and resources in the technical and strategic consulting aspects in the aforementioned major business areas of ATA Intelligent Learning, and has signed the “Exclusive Technical Consulting and Services Agreement” (hereinafter referred to as the “Service Agreement”) with ATA Intelligent Learning on March 15, 2018; and
3. The Lender intends to provide the Borrower with a loan for the Borrower’s investment in ATA Intelligent Learning.

NOW THEREFORE, the Parties agree as follows:

1. LOAN

1.1 The Lender agrees to provide a loan to the Borrower with the principal amount equivalent to RMB 9,000,000 for investment in ATA Intelligent Learning in accordance with the terms and conditions set forth herein (the “Loan”). The term for the Loan shall be ten (10) years which may be extended upon the Agreement of the Parties (the “Term”). Notwithstanding the foregoing, in the following circumstances, the Borrower shall repay the Loan regardless if the Term has expired:

1.1.1 the Loan shall be due 30 days upon receiving written notice from the Lender requesting for repayment;

1.1.2 the Borrower deceases or becomes a person without legal capacity or with limited legal capacity;

1.1.3 for any reason, when the Borrower no longer works for the Lender, ATA Intelligent Learning or its affiliates;

1.1.4 the Borrower commits a crime or is involved in a criminal act;

1.1.5 any third party claiming from the Borrower for payment of more than RMB 100,000; or

1.1.6 according to applicable PRC laws, foreign investors may invest in value-added telecommunication services through controlled or wholly-owned companies in China and/or other business as approved by the Lender, and the relevant Chinese authorities have begun approving such businesses, and the Lender decides to exercise the exclusive right of purchase in the “Call Option and Cooperation Agreement” as described under this Agreement (hereinafter referred to as the “Call Option and Cooperation Agreement”).

1.2 The Lender shall remit the Loan amount in full to an account designated by the Borrower within twenty (20) days after receiving the Borrower’s disbursement notice in writing, provided that all of the conditions precedent to the disbursement set forth in Section 2 of this Agreement have been fully satisfied. The Borrower shall deliver a written confirmation to the Lender on the same day after receiving the above Loan. The Loan under this Agreement is only applicable to the Borrower, and cannot be assigned to the Borrower’s heirs or any assignees.

1.3 The Borrower agrees to accept the abovementioned Loan provided by the Lender, and hereby agrees and warrants that, the Loan will be used for capital investment in ATA Intelligent Learning to develop its business. Unless with the Lender’s prior written consent, Borrower shall not use the abovementioned Loan for any other purpose.

1.4 The Lender and the Borrower hereby consent and confirm that, unless both the Lender and the Borrower agree otherwise, the Borrower’s repayment method can only be determined by the Lender and may take the following form: according to the purchase rights and the Lender having the right to purchase the Borrower’s equity provision as defined in the Call Option and Cooperation

Agreement, the Borrower transfers all of the Borrower's equity to the Lender or any person designated by the Lender (legal person or natural person).

- 1.5 The Lender and the Borrower hereby consent and confirm that, any proceeds that the Borrower receives through transferring the Borrower's equity, if permitted, shall be used as the Loan repayment to the Lender according to this Agreement, and shall be paid in the method as defined by the Lender.
- 1.6 The Lender and the Borrower hereby jointly agree and confirm that the Lender has the right, but not obligation at any time to, purchase or designate a third Party (legal person or natural person) to purchase all or part of the Borrower's equity at a price as defined in the Call Option and Cooperation Agreement (as permitted under the PRC law).

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- 1.7 The Borrower undertakes to sign an irrevocable Power of Attorney (hereinafter referred to as the "Power of Attorney") and to delegate all his rights as a shareholder of ATA Intelligent Learning to the Lender or a legal person or natural person designated by the Lender.
- 1.8 In the event the Borrower transfers the Borrower's equity in ATA Intelligent Learning to the Lender or a third Party transferee designated by the Lender, if the amount of actual transfer price equals or is less than the principal amount of the Loan, or the Borrower and the Lender confirm jointly to repay the Loan in cash, the Loan shall be deemed as interest free; if the amount of the actual transfer price is higher than the principal amount of the Loan, the amount exceeding the principal amount of the Loan shall be deemed as an interest accrued on the Loan and shall be paid by the Borrower to the Lender in full.

2. CONDITIONS PRECEDENT TO DISBURSEMENT

Only in the event that the following conditions are satisfied in full or waived by the Lender in writing that the Lender will have the obligation to provide the Loan to Borrower as per the terms in Section 1.1.

- 2.1 The Lender has received promptly the written disbursement notice from the Borrower according to the terms in Section 1.2.
- 2.2 The Service Agreement signed between ATA Intelligent Learning and the Lender is still valid; under the terms of the Agreement and as permitted under PRC law, the Lender or person designated by the Lender shall provide technical support services to ATA Intelligent Learning as an exclusive service provider.
- 2.3 The Borrower, ATA Intelligent Learning and the Lender have signed the "Equity Interest Pledge Agreement" (hereinafter referred to as the "Equity Pledge Agreement"); according to the contract, the Borrower agrees to pledge all the Borrower's equity to the Lender or any person designated by the Lender.
- 2.4 The Borrower, ATA Intelligent Learning and the Lender declare that they have signed the "Call Option and Cooperation Agreement" (the "Call Option and Cooperation Agreement") as signatories: according to the contract and as permitted under PRC law, the Borrower shall irrevocably grant the Lender an exclusive right to purchase all the Borrower's equity.
- 2.5 The Borrower has signed an irrevocable Power of Attorney to delegate the Lender or its designee (legal representative or natural person) all his rights of being the shareholder of ATA Intelligent Learning.
- 2.6 The above-mentioned Equity Pledge Agreement, Power of Attorney, Call Option and Cooperation Agreement and Service Agreement were signed before or at the same time with this Agreement, have full legal effect and have no incidence of any default or obstruction for any contract or agreement, and all relevant filing procedures, approvals, authorizations, registrations and government procedures have been obtained or completed (if necessary).

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- 2.7 The representation and warranties made by the Borrower under Section 3.2 remain true, complete, correct and non-misleading.
- 2.8 The Borrower has not breached any of his commitments made under Section 4 of this Agreement and has not incurred or foresee will incur any event that may affect the Borrower performing his obligations under this Agreement.

3. REPRESENTATION AND WARRANTIES

- 3.1 From the signing date till the termination of this Agreement, the Lender hereby represents and warrants to the Borrower that:
 - 3.1.1 the Lender is a company registered and validly existing under the laws of PRC;
 - 3.1.2 according to its Memorandum and Articles of Association and other organizational documents, the Lender has full right, power and all necessary approvals and authorizations to execute and perform this Agreement;
 - 3.1.3 this Agreement shall constitute the legal, valid and binding obligations of the Lender, which is enforceable against the Lender upon execution.

- 3.2 From the signing date till the termination of this Agreement, the Borrower hereby represents and warrants to the Lender that:
- 3.2.1 the Borrower has full right, power and all necessary and appropriate approval and authorization to execute and perform this Agreement;
 - 3.2.2 this Agreement shall constitute the legal and valid obligations of the Borrower, which is enforceable against the Borrower in accordance with its terms upon its execution; and
 - 3.2.3 there are no legal or other proceedings before any court, tribunal or other regulatory authorities pending or threatened against the Borrower.

4. OBLIGATIONS AFTER DISBURSEMENT

- 4.1 The Borrower, as a shareholder of ATA Intelligent Learning, irrevocably undertakes that while this Agreement remains effective, the Borrower will cause ATA Intelligent Learning to:
- 4.1.1 strictly observe the provisions of the Call Option and Cooperation Agreement and the Service Agreement, and do not undertake any action that may affect the validity and enforceability of the Call Option and Cooperation Agreement and the Service Agreement;
 - 4.1.2 upon request of the Lender (or its designee), the Borrower shall execute business cooperation contracts/agreements with the Lender (or its designee) and ensure their strict performance;

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- 4.1.3 upon request of the Lender, provide the Lender with all its operating and financial status information;
 - 4.1.4 immediately notify the Lender of any litigation, arbitration or administrative proceedings that will or may occur in connection with its assets, business, or revenue;
 - 4.1.5 upon request of the Lender, appoint any person designated by the Lender to serve as the director of ATA Intelligent Learning;
- 4.2 The Borrower promises that during the term of this Agreement, it shall:
- 4.2.1 do its utmost to cause ATA Intelligent Learning to carry on its Core Business;
 - 4.2.2 strictly observe the provisions of this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and Cooperation Agreement; effectively fulfill its obligations in this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and the Cooperation Agreement; do not carry out any action or inaction that may affect the validity and enforceability of this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and Cooperation Agreement;
 - 4.2.3 except as per the provisions specified in the Equity Pledge Agreement, the legal or beneficial rights of the Borrower's equity shall not be sold, transferred, pledged or disposed of in any other ways, or be used as provision for guarantee;
 - 4.2.4 urge the shareholders and/or board of directors of ATA Intelligent Learning not to approve the sale, transfer, pledge, or disposal in any other ways of the legal or beneficial rights of the Borrower's equity without the prior written consent of the Lender, except when made to the Lender or any person designated by the Lender;
 - 4.2.5 urge the shareholders and/or board of directors of ATA Intelligent Learning not to approve ATA Intelligent Learning to merge or associate with, nor to acquire or invest in anyone without the prior written consent of the Lender;
 - 4.2.6 immediately notify the Lender of any litigation, arbitration or administrative procedures that will or may occur in connection with the Borrower's equity;
 - 4.2.7 to maintain ownership of the Borrower's equity, sign all necessary or appropriate documents, take all necessary or appropriate actions and make all necessary or appropriate charge, or make necessary and appropriate defenses against all claims;
 - 4.2.8 without prior written consent of the Lender, the Borrower shall not engage in any acts and/or omissions that may have any material impact on the assets, businesses and responsibilities of ATA Intelligent Learning;

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- 4.2.9 upon request of the Lender, appoint any person designated by the Lender to serve as the director of ATA Intelligent Learning;

- 4.2.10 to the extent permitted by PRC laws, upon request by the Lender at any time, transfer the Borrower's equity unconditionally, immediate and at any time, to the Lender or its designated representative, and urge the other shareholders of ATA Intelligent Learning to give up their rights of first refusal with respect to the aforesaid transfer described herein;
- 4.2.11 to the extent permitted by PRC laws, upon request by the Lender at any time, cause the other shareholders of ATA Intelligent Learning to transfer all their equity interests in ATA Intelligent Learning unconditionally, immediate and at any time, to the Lender or its designated representative. The Borrower hereby surrenders its right of first refusal with respect to the aforesaid transfer described herein;
- 4.2.12 if the Lender exercises its option to purchase the Borrower's equity from the Borrower in accordance with the Call Option and Cooperation Agreement, the Borrower shall give priority to repay the Lender's the Loan with all respective proceeds it receives; and
- 4.2.13 without the prior written consent of the Lender, it shall not supplement, change or modify the Memorandum and Article of Association of ATA Intelligent Learning, increase or decrease its registered capital, or change its equity structure in any way.

5. LIABILITIES FOR BREACH OF CONTRACT

- 5.1 Any Party that violates the provisions of this Agreement, causing all or part of the Agreement not executable, shall bear liabilities for the breach, and compensate the other Party for any loss suffered (including any resulting litigation expenses and attorney fees); if both Parties are in breach of the contract, each Party shall bear the corresponding liability according to actual situation.
- 5.2 If the Borrower fails to carry out repayment obligations by the time specified in this Agreement, the Borrower shall be liable to daily overdue interest at 0.01% on any due and payable amount, until the Borrower repays all the Loan principal, overdue interest and other payments.

6. NOTIFICATIONS

- 6.1 All notices and other communications required or issued under this Agreement shall be sent to the Party's address below by hand-delivered, registered post, postage prepaid, or commercial courier services or fax. Each notice should also be delivered by e-mail. The date on which such notice is deemed validly delivered is determined as follows:
 - 6.1.1 if the notice is issued by hand-delivery, courier service or registered post, postage prepaid, the date of delivery will be the effective date of delivery.

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- 6.1.2 if the notice is sent by facsimile, the date of successful delivery shall be deemed as the effective date of delivery (confirmed by the automatically generated confirmation of delivery).

- 6.2 For the purpose of notification, the Parties' addresses are as follows:

the Lender: ATA Testing Authority (Beijing) Limited (ATA Testing)

Address: [*]
Recipient: [*]
Phone: [*]
Fax: [*]

the Borrower: Ma Xiaofeng
Address: xxxxxxxx, Beijing

- 6.3 Either Party may at any time gives notice to the other Party to change the address for receiving notices.

7. CONFIDENTIALITY

The Parties acknowledge and confirm that any oral or written materials concerning this Agreement exchanged between them are confidential information. The Parties shall protect and maintain the confidentiality of all such confidential data and information and shall not disclose to any third party without the other Party's written consent, except (a) the data or information that was in the public domain or later becomes published or generally known to the public, provided that it is not released by the receiving Party, (b) the data or information that shall be disclosed pursuant to applicable laws or regulations, and (c) the data or information that shall be disclosed to one Party's legal counsel or financial counsel who shall also bear the obligation of maintaining the confidentiality similar to the obligations hereof. The undue disclosing of the confidential data or information of one Party's legal counsel or financial counsel shall be deemed the undue disclosing of such Party who shall take on the liability of breach of this Agreement. Notwithstanding the termination of this Agreement with or without cause, this section will remain effective.

8. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 8.1 The execution, validity, interpretation, performance, implementation, termination and settlement of disputes of this Agreement shall be governed by the laws of PRC.
- 8.2 In event of any dispute arising from or in connection with this Agreement, the Parties shall attempt to resolve the dispute through friendly consultations. In the event that satisfactory resolution is not reached within thirty (30) days after commencement of such consultation, the dispute shall be submitted (which submission may be made by either the Borrower or the Lender) using Chinese to resolution by arbitration administered by China International Economic and Trade Arbitration Commissioner in Beijing, China, in accordance with the procedural rules of the Commissioner, effective at the time the application for arbitration is made. The arbitral award shall be final and binding upon all Parties hereto.

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- 8.3 In the event of any dispute or dispute arising from the interpretation and performance of this Agreement, or while the dispute is undergoing arbitration, the Parties to this Agreement shall continue to exercise their rights and perform their respective obligations under this Agreement, except for the disputed matters.

9. OTHERS

- 9.1 This Agreement shall become effective on the date of signing by both Parties and shall lapse until the date on which both Parties fulfill their respective obligations under this Agreement.
- 9.2 This agreement is based on Chinese and in two copies with the same legal effect. The Lender and the Borrower each holds one copy.
- 9.3 Both Parties to this Agreement may revise and supplement this Agreement through a written agreement. The amendments and/or supplemental agreements of this Agreement between the Parties are an integral part of this Agreement and shall have the same legal effect as this Agreement.
- 9.4 If any one or more of the provisions of this Agreement are ruled invalid, illegal or unenforceable in any respect according to any law or regulation, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or damaged. The two Parties shall negotiate in good faith and seek to replace the invalid, illegal or unenforceable provisions to the extent permitted by laws and expected by both the Parties with effective provisions, and the economic effects of such effective provisions should be as far equivalent to those of the invalid, illegal or unenforceable provisions as possible.
- 9.5 The annex (if any) to this Agreement is an integral part of this Agreement and has the same legal effect as this Agreement.

(THE FOLLOWING SPACE IS INTENTIONALLY LEFT BLANK)

8

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the date first hereinabove set forth.

LENDER:

ATA Testing Authority (Beijing) Limited (ATA testing)

By: **Ma Xiaofeng**

Title: Director

BORROWER:

Ma Xiaofeng

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LOAN AGREEMENT

The Loan Agreement (the “Agreement”) is entered into as of March 15, 2018 between the following two parties:

(1) ATA Testing Authority (Beijing) Limited (“ATA Testing”) (the “Lender”), a limited liability company established and registered in the People’s Republic of China (“PRC”) located in Beijing, China.

(2) Xiong Haichang (the “Borrower”)

PRC ID NUMBER: xxxxxxxxxxxx

ADDRESS: xxxxxxxx, Beijing.

The Lender and the Borrower will each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS:

1. The Borrower holds 10% of the equity interest (hereinafter referred to as the “Borrower’s equity”) of ATA Intelligent Learning (Beijing) Technology Limited (hereinafter referred to as “ATA Intelligent Learning”); ATA Intelligent Learning is a limited liability company incorporated in Beijing, China. As of the date of this Agreement, registered capital of ATA Intelligent Learning is RMB 10 million; ATA Intelligent Learning is engaged in the relevant business (“Core Business”) as recorded in the business scope of its business license by law;
2. The Lender is a wholly foreign-owned enterprise registered and established in Beijing, China. It possesses expertise and resources in the technical and strategic consulting aspects in the aforementioned major business areas of ATA Intelligent Learning, and has signed the “Exclusive Technical Consulting and Services Agreement” (hereinafter referred to as the “Service Agreement”) with ATA Intelligent Learning on March 15, 2018; and
3. The Lender intends to provide the Borrower with a loan for the Borrower’s investment in ATA Intelligent Learning.

NOW THEREFORE, the Parties agree as follows:

1. LOAN

1.1 The Lender agrees to provide a loan to the Borrower with the principal amount equivalent to RMB 1,000,000 for investment in ATA Intelligent Learning in accordance with the terms and conditions set forth herein (the “Loan”). The term for the Loan shall be ten (10) years which may be extended upon the Agreement of the Parties (the “Term”). Notwithstanding the foregoing, in the following circumstances, the Borrower shall repay the Loan regardless if the Term has expired:

1.1.1 the Loan shall be due 30 days upon receiving written notice from the Lender requesting for repayment;

1.1.2 the Borrower deceases or becomes a person without legal capacity or with limited legal capacity;

1.1.3 for any reason, when the Borrower no longer works for the Lender, ATA Intelligent Learning or its affiliates;

1.1.4 the Borrower commits a crime or is involved in a criminal act;

1.1.5 any third party claiming from the Borrower for payment of more than RMB 100,000; or

1.1.6 according to applicable PRC laws, foreign investors may invest in value-added telecommunication services through controlled or wholly-owned companies in China and/or other business as approved by the Lender, and the relevant Chinese authorities have begun approving such businesses, and the Lender decides to exercise the exclusive right of purchase in the “Call Option and Cooperation Agreement” as described under this Agreement (hereinafter referred to as the “Call Option and Cooperation Agreement”).

1.2 The Lender shall remit the Loan amount in full to an account designated by the Borrower within twenty (20) days after receiving the Borrower’s disbursement notice in writing, provided that all of the conditions precedent to the disbursement set forth in Section 2 of this Agreement have been fully satisfied. The Borrower shall deliver a written confirmation to the Lender on the same day after receiving the above Loan. The Loan under this Agreement is only applicable to the Borrower, and cannot be assigned to the Borrower’s heirs or any assignees.

1.3 The Borrower agrees to accept the abovementioned Loan provided by the Lender, and hereby agrees and warrants that, the Loan will be used for capital investment in ATA Intelligent Learning to develop its business. Unless with the Lender’s prior written consent, Borrower shall not use the abovementioned Loan for any other purpose.

1.4 The Lender and the Borrower hereby consent and confirm that, unless both the Lender and the Borrower agree otherwise, the Borrower’s repayment method can only be determined by the Lender and may take the following form: according to the purchase rights and the Lender having the right to purchase the Borrower’s equity provision as defined in the Call Option and Cooperation

Agreement, the Borrower transfers all of the Borrower's equity to the Lender or any person designated by the Lender (legal person or natural person).

- 1.5 The Lender and the Borrower hereby consent and confirm that, any proceeds that the Borrower receives through transferring the Borrower's equity, if permitted, shall be used as the Loan repayment to the Lender according to this Agreement, and shall be paid in the method as defined by the Lender.
- 1.6 The Lender and the Borrower hereby jointly agree and confirm that the Lender has the right, but not obligation at any time to, purchase or designate a third Party (legal person or natural person) to purchase all or part of the Borrower's equity at a price as defined in the Call Option and Cooperation Agreement (as permitted under the PRC law).

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- 1.7 The Borrower undertakes to sign an irrevocable Power of Attorney (hereinafter referred to as the "Power of Attorney") and to delegate all his rights as a shareholder of ATA Intelligent Learning to the Lender or a legal person or natural person designated by the Lender.
- 1.8 In the event the Borrower transfers the Borrower's equity in ATA Intelligent Learning to the Lender or a third Party transferee designated by the Lender, if the amount of actual transfer price equals or is less than the principal amount of the Loan, or the Borrower and the Lender confirm jointly to repay the Loan in cash, the Loan shall be deemed as interest free; if the amount of the actual transfer price is higher than the principal amount of the Loan, the amount exceeding the principal amount of the Loan shall be deemed as an interest accrued on the Loan and shall be paid by the Borrower to the Lender in full.

2. CONDITIONS PRECEDENT TO DISBURSEMENT

Only in the event that the following conditions are satisfied in full or waived by the Lender in writing that the Lender will have the obligation to provide the Loan to Borrower as per the terms in Section 1.1.

- 2.1 The Lender has received promptly the written disbursement notice from the Borrower according to the terms in Section 1.2.
- 2.2 The Service Agreement signed between ATA Intelligent Learning and the Lender is still valid; under the terms of the Agreement and as permitted under PRC law, the Lender or person designated by the Lender shall provide technical support services to ATA Intelligent Learning as an exclusive service provider.
- 2.3 The Borrower, ATA Intelligent Learning and the Lender have signed the "Equity Interest Pledge Agreement" (hereinafter referred to as the "Equity Pledge Agreement"); according to the contract, the Borrower agrees to pledge all the Borrower's equity to the Lender or any person designated by the Lender.
- 2.4 The Borrower, ATA Intelligent Learning and the Lender declare that they have signed the "Call Option and Cooperation Agreement" (the "Call Option and Cooperation Agreement") as signatories: according to the contract and as permitted under PRC law, the Borrower shall irrevocably grant the Lender an exclusive right to purchase all the Borrower's equity.
- 2.5 The Borrower has signed an irrevocable Power of Attorney to delegate the Lender or its designee (legal representative or natural person) all his rights of being the shareholder of ATA Intelligent Learning.
- 2.6 The above-mentioned Equity Pledge Agreement, Power of Attorney, Call Option and Cooperation Agreement and Service Agreement were signed before or at the same time with this Agreement, have full legal effect and have no incidence of any default or obstruction for any contract or agreement, and all relevant filing procedures, approvals, authorizations, registrations and government procedures have been obtained or completed (if necessary).

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- 2.7 The representation and warranties made by the Borrower under Section 3.2 remain true, complete, correct and non-misleading.
- 2.8 The Borrower has not breached any of his commitments made under Section 4 of this Agreement and has not incurred or foresee will incur any event that may affect the Borrower performing his obligations under this Agreement.

3. REPRESENTATION AND WARRANTIES

- 3.1 From the signing date till the termination of this Agreement, the Lender hereby represents and warrants to the Borrower that:
 - 3.1.1 the Lender is a company registered and validly existing under the laws of PRC;
 - 3.1.2 according to its Memorandum and Articles of Association and other organizational documents, the Lender has full right, power and all necessary approvals and authorizations to execute and perform this Agreement;
 - 3.1.3 this Agreement shall constitute the legal, valid and binding obligations of the Lender, which is enforceable against the Lender upon execution.

- 3.2 From the signing date till the termination of this Agreement, the Borrower hereby represents and warrants to the Lender that:
- 3.2.1 the Borrower has full right, power and all necessary and appropriate approval and authorization to execute and perform this Agreement;
 - 3.2.2 this Agreement shall constitute the legal and valid obligations of the Borrower, which is enforceable against the Borrower in accordance with its terms upon its execution; and
 - 3.2.3 there are no legal or other proceedings before any court, tribunal or other regulatory authorities pending or threatened against the Borrower.

4. OBLIGATIONS AFTER DISBURSEMENT

- 4.1 The Borrower, as a shareholder of ATA Intelligent Learning, irrevocably undertakes that while this Agreement remains effective, the Borrower will cause ATA Intelligent Learning to:
- 4.1.1 strictly observe the provisions of the Call Option and Cooperation Agreement and the Service Agreement, and do not undertake any action that may affect the validity and enforceability of the Call Option and Cooperation Agreement and the Service Agreement;
 - 4.1.2 upon request of the Lender (or its designee), the Borrower shall execute business cooperation contracts/agreements with the Lender (or its designee) and ensure their strict performance;

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- 4.1.3 upon request of the Lender, provide the Lender with all its operating and financial status information;
 - 4.1.4 immediately notify the Lender of any litigation, arbitration or administrative proceedings that will or may occur in connection with its assets, business, or revenue;
 - 4.1.5 upon request of the Lender, appoint any person designated by the Lender to serve as the director of ATA Intelligent Learning;
- 4.2 The Borrower promises that during the term of this Agreement, it shall:
- 4.2.1 do its utmost to cause ATA Intelligent Learning to carry on its Core Business;
 - 4.2.2 strictly observe the provisions of this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and Cooperation Agreement; effectively fulfill its obligations in this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and the Cooperation Agreement; do not carry out any action or inaction that may affect the validity and enforceability of this Agreement, the Power of Attorney, the Equity Pledge Agreement and the Call Option and Cooperation Agreement;
 - 4.2.3 except as per the provisions specified in the Equity Pledge Agreement, the legal or beneficial rights of the Borrower's equity shall not be sold, transferred, pledged or disposed of in any other ways, or be used as provision for guarantee;
 - 4.2.4 urge the shareholders and/or board of directors of ATA Intelligent Learning not to approve the sale, transfer, pledge, or disposal in any other ways of the legal or beneficial rights of the Borrower's equity without the prior written consent of the Lender, except when made to the Lender or any person designated by the Lender;
 - 4.2.5 urge the shareholders and/or board of directors of ATA Intelligent Learning not to approve ATA Intelligent Learning to merge or associate with, nor to acquire or invest in anyone without the prior written consent of the Lender;
 - 4.2.6 immediately notify the Lender of any litigation, arbitration or administrative procedures that will or may occur in connection with the Borrower's equity;
 - 4.2.7 to maintain ownership of the Borrower's equity, sign all necessary or appropriate documents, take all necessary or appropriate actions and make all necessary or appropriate charge, or make necessary and appropriate defenses against all claims;
 - 4.2.8 without prior written consent of the Lender, the Borrower shall not engage in any acts and/or omissions that may have any material impact on the assets, businesses and responsibilities of ATA Intelligent Learning;

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- 4.2.9 upon request of the Lender, appoint any person designated by the Lender to serve as the director of ATA Intelligent Learning;

- 4.2.10 to the extent permitted by PRC laws, upon request by the Lender at any time, transfer the Borrower's equity unconditionally, immediate and at any time, to the Lender or its designated representative, and urge the other shareholders of ATA Intelligent Learning to give up their rights of first refusal with respect to the aforesaid transfer described herein;
- 4.2.11 to the extent permitted by PRC laws, upon request by the Lender at any time, cause the other shareholders of ATA Intelligent Learning to transfer all their equity interests in ATA Intelligent Learning unconditionally, immediate and at any time, to the Lender or its designated representative. The Borrower hereby surrenders its right of first refusal with respect to the aforesaid transfer described herein;
- 4.2.12 if the Lender exercises its option to purchase the Borrower's equity from the Borrower in accordance with the Call Option and Cooperation Agreement, the Borrower shall give priority to repay the Lender's the Loan with all respective proceeds it receives; and
- 4.2.13 without the prior written consent of the Lender, it shall not supplement, change or modify the Memorandum and Article of Association of ATA Intelligent Learning, increase or decrease its registered capital, or change its equity structure in any way.

5. LIABILITIES FOR BREACH OF CONTRACT

- 5.1 Any Party that violates the provisions of this Agreement, causing all or part of the Agreement not executable, shall bear liabilities for the breach, and compensate the other Party for any loss suffered (including any resulting litigation expenses and attorney fees); if both Parties are in breach of the contract, each Party shall bear the corresponding liability according to actual situation.
- 5.2 If the Borrower fails to carry out repayment obligations by the time specified in this Agreement, the Borrower shall be liable to daily overdue interest at 0.01% on any due and payable amount, until the Borrower repays all the Loan principal, overdue interest and other payments.

6. NOTIFICATIONS

- 6.1 All notices and other communications required or issued under this Agreement shall be sent to the Party's address below by hand-delivered, registered post, postage prepaid, or commercial courier services or fax. Each notice should also be delivered by e-mail. The date on which such notice is deemed validly delivered is determined as follows:
 - 6.1.1 if the notice is issued by hand-delivery, courier service or registered post, postage prepaid, the date of delivery will be the effective date of delivery.

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- 6.1.2 if the notice is sent by facsimile, the date of successful delivery shall be deemed as the effective date of delivery (confirmed by the automatically generated confirmation of delivery).

- 6.2 For the purpose of notification, the Parties' addresses are as follows:

the Lender: ATA Testing Authority (Beijing) Limited (ATA Testing)

Address: [*]
Recipient: [*]
Phone: [*]
Fax: [*]

the Borrower: Xiong Haichang
Address: xxxxxxxx, Beijing

- 6.3 Either Party may at any time gives notice to the other Party to change the address for receiving notices.

7. CONFIDENTIALITY

The Parties acknowledge and confirm that any oral or written materials concerning this Agreement exchanged between them are confidential information. The Parties shall protect and maintain the confidentiality of all such confidential data and information and shall not disclose to any third party without the other Party's written consent, except (a) the data or information that was in the public domain or later becomes published or generally known to the public, provided that it is not released by the receiving Party, (b) the data or information that shall be disclosed pursuant to applicable laws or regulations, and (c) the data or information that shall be disclosed to one Party's legal counsel or financial counsel who shall also bear the obligation of maintaining the confidentiality similar to the obligations hereof. The undue disclosing of the confidential data or information of one Party's legal counsel or financial counsel shall be deemed the undue disclosing of such Party who shall take on the liability of breach of this Agreement. Notwithstanding the termination of this Agreement with or without cause, this section will remain effective.

8. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 8.1 The execution, validity, interpretation, performance, implementation, termination and settlement of disputes of this Agreement shall be governed by the laws of PRC.
- 8.2 In event of any dispute arising from or in connection with this Agreement, the Parties shall attempt to resolve the dispute through friendly consultations. In the event that satisfactory resolution is not reached within thirty (30) days after commencement of such consultation, the dispute shall be submitted (which submission may be made by either the Borrower or the Lender) using Chinese to resolution by arbitration administered by China International Economic and Trade Arbitration Commissioner in Beijing, China, in accordance with the procedural rules of the Commissioner, effective at the time the application for arbitration is made. The arbitral award shall be final and binding upon all Parties hereto.

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- 8.3 In the event of any dispute or dispute arising from the interpretation and performance of this Agreement, or while the dispute is undergoing arbitration, the Parties to this Agreement shall continue to exercise their rights and perform their respective obligations under this Agreement, except for the disputed matters.

9. OTHERS

- 9.1 This Agreement shall become effective on the date of signing by both Parties and shall lapse until the date on which both Parties fulfill their respective obligations under this Agreement.
- 9.2 This agreement is based on Chinese and in two copies with the same legal effect. The Lender and the Borrower each holds one copy.
- 9.3 Both Parties to this Agreement may revise and supplement this Agreement through a written agreement. The amendments and/or supplemental agreements of this Agreement between the Parties are an integral part of this Agreement and shall have the same legal effect as this Agreement.
- 9.4 If any one or more of the provisions of this Agreement are ruled invalid, illegal or unenforceable in any respect according to any law or regulation, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or damaged. The two Parties shall negotiate in good faith and seek to replace the invalid, illegal or unenforceable provisions to the extent permitted by laws and expected by both the Parties with effective provisions, and the economic effects of such effective provisions should be as far equivalent to those of the invalid, illegal or unenforceable provisions as possible.
- 9.5 The annex (if any) to this Agreement is an integral part of this Agreement and has the same legal effect as this Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the date first hereinabove set forth.

LENDER:

ATA Testing Authority (Beijing) Limited (ATA testing)

By: **Ma Xiaofeng**

Title: Director

BORROWER:

Xiong Haichang

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CALL OPTION AND COOPERATION AGREEMENT

Among

ATA Testing Authority (Beijing) Limited

MA XIAO FENG

XIONG HAI CHANG

and

ATA Intelligent Learning (Beijing) Technology Limited

March, 2018

BEIJING, CHINA

Call Option and Cooperation Agreement

This Call Option and Cooperation Agreement (“this Agreement”) is entered into in Beijing, People’s Republic of China (the “PRC”) on March 15, 2018 by and among:

Party A: ATA Testing Authority (Beijing) Limited
Address: Beijing, China

Party B: Ma Xiao Feng
Address: No.8 Beiyngtaoyuan, Xuanwu District, Beijing
ID Number: 110102196310212334

Party C: Xiong Hai Chang
Address: No.1 Lian Hua Nan Road, Yuehu District, Ying Tan, Jiangxi
ID Number: 420111197701085655

Party D: ATA Intelligent Learning (Beijing) Technology Limited
Address: Beijing, China

WHEREAS,

- (1) Party D, a company with limited liability duly organized under the People’s Republic of China, Party B and Party C are shareholders of Party D and each holds 90% and 10% equity interests in Party D, respectively;
- (2) Party A, a company with limited liability duly organized and validly existing under the laws of PRC, provides certain technical support, strategic consulting and other services to Party D, and currently party A is a major business partner of Party D;
- (3) To finance the investment by Party B and Party C in Party D, Party A has entered into a loan agreement (hereafter the “Loan Agreement” respectively with Party B and Party C on March 15, 2018, providing Party B and Party C with loans of 9,000,000 RMB Yuan and 1,000,000 RMB Yuan, respectively. Pursuant to the Loan Agreement, Party B and Party C shall invest the full amount of the loans in Party D’s registered capital; and
- (4) Party B and Party C hereto wish to grant Party A or its designated eligible entity the exclusive purchase option to acquire, at any time upon satisfaction of the requirements under the PRC law, the entire or a portion of Party D’s share equity/assets owned by Party B and/or Party C.

NOW THEREFORE, in accordance with the principle of sincere cooperation, mutual benefit and joint development and after friendly negotiations, the Parties hereby enter into the following agreements pursuant to the provisions of relevant laws and regulations of the PRC:

ARTICLE 1 DEFINITIONS

The terms used in this Agreement shall have the meanings set forth below:

1.1. “This Agreement” means this Call Option and Cooperation Agreement and all appendices thereto, including written instruments as originally executed and as may from time to time be amended and supplemented by the Parties hereto through written agreements;

1.2. "The PRC" means, for the purpose of this Agreement, the People's Republic of China, excluding Hong Kong, Taiwan and Macao;

1.3. "Date" means the year, month and day. In this Agreement, "within" or "no later than", when used before a year, month or day, shall always include the relevant year, month or day.

ARTICLE 2 THE GRANT AND EXERCISE OF PURCHASE OPTION

2.1 The Parties hereto agree that Party A shall be granted an exclusive purchase option to acquire, at any time upon satisfaction of the requirements under applicable laws and conditions as agreed in this Agreement (including, without limitation, when Party B and/or Party C cease to be Party D's directors or employees, or Party B and/or Party C attempt to transfer their share equity in Party D to any party other than the existing shareholders of Party D) or designate eligible entity to acquire entire or a portion of Party D's share equity or owned by Party B and Party C or each of them ("Option"). The Option granted hereby shall be irrevocable during the term of this Agreement and may be exercised by Party A or any eligible entity designated by Party A.

2.2 Pursuant to the laws and regulations of the PRC, Party A (or its designated eligible entity) may exercise the Option by delivering a written notice to any of Party B and Party C or Party D (as the case maybe) (the "Exercise Notice"). The Exercise Notice shall define the specific portion of the shares to be purchased from Party B and/or Party C or the assets to be purchased from Party D (hereinafter referred to as the "Purchased Shares (Asset)) and the purchase method.

2.3 Within thirty (30) days of the receipt of the Exercise Notice, Party B, Party C, or Party D (as the case may be) shall execute a share/asset transfer contract and other documents necessary to carry through such transfer (collectively, the "Transfer Documents") with Party A (or any eligible party designated by Party A).

2.4 When applicable laws permit the exercise of the purchase option provided hereunder and Party A elects to exercise such purchase option, Party B, Party C and Party D shall unconditionally assist Party A to obtain all approvals, permits, registrations, filings and other procedures necessary to effect the transfer of relevant share equity or assets.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Each party hereto represents to the other parties that:

3.1 It has all the necessary rights, powers and authorizations to enter into this Agreement and perform its duties and obligations hereunder;

3.2 The execution or performance of this Agreement shall not violate any significant contract or agreement to which it is a party or by which it or its assets are bounded.

ARTICLE 4 EXERCISE PRICE

When it is permitted by applicable laws, Party A (or any eligible party designated by Party A) shall have the right to acquire, at any time, all of Party D's assets or its share equity owned by Party B and Party C, at a price equal to the sum of the principles of the loans (RMB 10,000,000) from Party A to Party B and Party C under the Loan Agreement. If Party A (or any eligible party designated by Party A) elects to purchase a portion of Party D's share equity or assets, then the exercise price for such purpose shall be adjusted accordingly based on the percentage of such share equity or assets to be purchased over the total share equity or assets. When Party A (or a qualified entity designated by party A) is to acquire all or a portion of Party D's equity share or assets from Party B and Party C pursuant to this Agreement, Party A has the right to substitute the principal amounts Party B and Party C respectively owe Party A under the Loan Agreement for the purchase prices payable to Party B and Party C, respectively.

ARTICLE 5 COVENANTS

The Parties further agree as follows:

5.1 Before Party A (or a qualified entity designated by Party A) has acquired all the equity or assets of Party D by exercising the purchase option provided hereunder, Party D shall not:

5.1.1 sell, assign, mortgage or otherwise dispose of, or create any encumbrance on, any of its assets, operations or any legal or beneficiary interests with respect to its revenues (unless such sale, assignment, mortgage, disposal or encumbrance is relating to its daily operation or has been disclosed to and agreed by Party A in writing);

5.1.2 enter into any transaction which may materially affect its assets, liability, operation, equity or other legal rights (unless such transaction is relating to its daily operation or has been disclosed to and agreed by Party A in writing); and

5.1.3 distribute any dividend to its shareholders in any manner.

5.2 Before Party A (or a qualified entity designated by party A) has acquired all the equity/assets of Party D by exercising the purchase option provided hereunder, Party B and/or Party C shall not individually or collectively:

5.2.1 supplement, alter or amend the articles of association of Party D in any manner to the extent that such supplement, alteration or amendment may have a material effect on Party D's assets, liability, operation, equity or other legal rights (except for pro rata increase of registered capital mandated by applicable laws);

5.2.2 cause Party D enter into any transaction to the extent such transaction may have a material effect on Party D's assets, liability, operation, equity or other legal rights (unless such transaction is relating to Party D's daily operation or has been disclosed to and agreed by Party A in writing); and

5.2.3 cause Party D's board of directors adopt any resolution on distributing dividends to its shareholders.

5.3 Party B and Party C shall, to the extent permitted by applicable laws, cause Party D's operational term to be extended to equal the operational term of Party A.

5.4 Party A shall provide financings to Party D to the extent Party D needs such financing to finance its operation. In the event that Party D is unable to repay such financing due to its losses, Party A shall waive all recourse against Party D with respect to such financing.

5.5 To the extent Party B and/or Party C are subject to any legal or economic liabilities to any institution or individual other than Party A as a result of performing their obligations under this Agreement or any other agreements between them and Party A, Party A shall provide all support necessary to enable Party B, and/or Party C to duly perform their obligations under this Agreement and any other agreements and to hold Party B and/or Party C harmless against any loss or damage caused by their performance of obligations under such agreements.

5.6 To the extent Party A decides to transfer all its rights under the Loan Agreement to any third party and informs the other parties in writing, Party A shall have the right to transfer the rights and responsibilities under this Agreement to any third party without the prior consent from the other parties.

ARTICLE 6 CONFIDENTIALITY

Each Party shall keep confidential all the content of this Agreement. Without the prior consent of all Parties, no Party shall disclose any content of this Agreement to any other party or make any public announcements with respect to any content of this Agreement. Notwithstanding the forgoing provisions of this Article 6, the following disclosure shall be permitted: (i) disclosure made pursuant to any applicable laws or any rules of any stock exchange; (ii) disclosure of information which has become public information other than due to any breach by the disclosing party; (iii) disclosure to any Party's shareholders, legal counsel, accountants, financial advisors or other professional advisors, or (iv) disclosure to any potential purchasers of a Party or its shareholders' equity/assets, its other investors, debts or equity financing providers, provided that the receiving party of confidential information has agreed to keep the relevant information confidential (such disclosure shall be subject to the consent of Party A in the event that Party A is not the potential purchaser).

Parties agree that this Article 6 shall survive upon any invalidity, modification, expiration or termination of this Agreement.

ARTICLE 7 APPLICABLE LAW AND EVENTS OF DEFAULT

The execution, effectiveness, interpretation, performance and dispute resolution of this Agreement shall be governed by the laws of the PRC.

Any violation of any provision hereof, incomplete performance of any obligation provided hereunder, any misrepresentation made hereunder, material concealment or omission of any material fact or failure to perform any covenants provided hereunder by any Party shall constitute an event of default. The defaulting Party shall assume all the legal liabilities pursuant to the applicable laws.

ARTICLE 8 DISPUTE RESOLUTION

8.1 Any dispute arising from the performance of this Agreement shall be first subject to the Parties' friendly consultations. In the event any dispute cannot be solved by friendly consultations, the relevant dispute shall be submitted to China International Economic and Trade Arbitration Commission in accordance with the then effective arbitration rules of the Commission for arbitration;

8.2 The arbitration shall be administered by the Beijing branch of China International Economic and Trade Arbitration Commission in accordance with the then effective arbitration rules of the Commission in Beijing;

8.3 The arbitration award shall be final and binding on the Parties. The costs of the arbitration (including but not limited to arbitration fee and attorney fee) shall be borne by the losing party, unless the arbitration award stipulates otherwise.

ARTICLE 9 EFFECTIVENESS

9.1 This Agreement shall be effective upon the execution hereof by all Parties hereto and shall remain effective thereafter. This Agreement may not be terminated without the unanimous consent of all the Parties except Party A may, by giving a thirty (30) days prior notice to the other Parties hereto, terminate this Agreement.

9.2 In the term of this Agreement, to the extent that the operation term of Party A or Party D expires or is terminated for other reasons, this Agreement shall be terminated upon such expiration or termination, provided that, Party A has transferred its rights and responsibilities pursuant to Article 5.6 under this Agreement.

ARTICLE 10 AMENDMENT

All Parties hereto shall fulfill their respective obligations hereunder. No amendment to this Agreement shall be effective unless such amendment has been agreed by all of the Parties and Party A and Party D have obtained necessary authorization and approvals with respect to such amendment. The amendment or modification to this Agreement shall be the integral part of this Agreement and shall have the same legal effect as this Agreement.

ARTICLE 11 COUNTERPARTS

This Agreement is executed in four (4) counterparts. Party A, Party B, Party C and Party D shall each hold one counterpart. All the counterparts shall have the same legal effect.

ARTICLE 12 MISCELLANEOUS

12.1 Party B and Party C's obligations, covenants and liabilities to Party A hereunder are joint and several, and Party B and Party C shall assume joint and several liabilities with respect to such obligations, covenants and liabilities.

With respect to Party A, a default by Party B or Party C shall automatically constitute a default by the other Party, and vice versa;

12.2 The title and headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of any provision of this Agreement;

12.3 The Parties may enter into supplementary agreements to address any issue not covered by this Agreement. The supplementary agreements so entered shall be an appendix hereto as the integral part of this Agreement and shall have the same legal effect as this Agreement.

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(Execution Page Only)

Party A: ATA Testing Authority (Beijing) Limited

Authorized Representative (Signature):

Party B: Ma Xiao Feng

(Signature):

Party C: Xiong Hai Chang

(Signature):

Party D: ATA Intelligent Learning (Beijing) Technology Limited

Authorized Representative (Signature):

**Exclusive Technical Consulting and
Services Agreement**

between

ATA Intelligent Learning (Beijing) Technology Limited

and

ATA Testing Authority (Beijing) Limited

March, 2018

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EXHIBIT:		
I.	SCOPE OF SERVICES	
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THIS **EXCLUSIVE TECHNICAL CONSULTING AND SERVICES AGREEMENT (Agreement)** is entered into on March 15, 2018 in Beijing, the People's Republic of China (**PRC**).

between

(1) **ATA Intelligent Learning (Beijing) Technology Limited**, with its registered address at **Beijing, China (Party A)**;

and

(2) **ATA Testing Authority (Beijing) Limited**, with its registered address at **Beijing, China (Party B)**.

Recitals

A. Party A is a domestic company duly incorporated and validly existing under the laws of the PRC. Party A wishes to develop its technology, improve its management and increase and enhance its market position.

- B. Party B is a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, which holds the resources and qualifications for technical and consulting services. Party B has expertise in providing technical training and consulting services.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT AND PROVISION OF SERVICES

- 1.1 **Scope of Services.** Party A hereby appoints Party B to provide Party A with the Services detailed in the Exhibit I (Services).
- 1.2 **Provision of Services.** The Parties agree that Party B shall provide the Services to Party A on an exclusive basis, for the duration of the term of this Agreement and at standards commonly accepted in the market.
- 1.3 **Financial Support.** To ensure that the cash flow requirements of Party A's ordinary operations are met and/or to set off any loss accrued during such operations, Party B is obligated, only to the extent permissible under PRC law, to provide financing support for Party A, whether or not Party A actually incurs any such operational loss. Party B's financing support for Party A may take the form of bank entrusted loans or borrowings. Contracts for any such entrusted loans or borrowings shall be executed separately. Party B will not request repayment if Party A is unable to do so.

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2. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that the intellectual property rights created by Party B in the course of performing this Agreement (including without limitation any copyrights, trademarks or logos registered or not, patents and proprietary technology), shall belong to Party B.

3. SERVICE FEE AND PAYMENT

- 3.1 The Parties agree that the Service Fee and Payment under this Agreement shall be determined according to the Exhibit II.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that, as of the date of signing hereof:

- 4.1 it has full power and authority as an independent legal person to execute and deliver this Agreement and to carry out its responsibilities and obligations hereunder;
- 4.2 its execution and performance of this Agreement will not result in a breach of any law, regulation, authorization or agreement to which it is subject.

5. CONFIDENTIALITY

- 5.1 **Confidentiality Obligations.** The parties shall protect and maintain the confidentiality of all information relating to or arisen from this Agreement, or made available under this Agreement to a party or any associate thereof (**Confidential Information**). Without the prior written consent of the other party, no party shall disclose any Confidential Information to any third party unless the disclosure is required by law or by enforceable orders of the court or related government departments. Under such circumstances, the party required to disclose the Confidential Information shall notify the other party immediately, take all possible measures to minimize the disclosure, and notify the persons to whom information is being disclosed of the confidentiality obligation. Notwithstanding anything to the contrary above, Party A shall have the full right to disclose any Confidential Information to its shareholders, affiliates or professional advisors.

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- 5.2 **Obligations upon Termination.** Upon termination of this Agreement, either party shall, at the request of the other party, return any document, material, database, equipment, or software containing the Confidential Information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the Confidential Information belonging to the other party and delete such Confidential Information from any memory devices. No party shall be permitted to continue using the Confidential Information in any way after the termination of this Agreement.
- 5.3 **No Time Limit.** There is no time limit to the confidentiality obligations stipulated in this Article, which obligations will survive the termination of this Agreement unless the Confidential Information is disclosed to the public for reasons not due to the breach of this Agreement by any party.

6. BREACH

- 6.1 **Written Notice.** If a party breaches any of its respective representations, warranties or obligations under this Agreement, the non-breaching party may send a written notice to the breaching party demanding rectification within 10 days. If the breaching party fails to rectify its breach accordingly, the non-breaching party may terminate this Agreement pursuant to Article 9.1.2.
- 6.2 **Compensation.** The breaching party shall be liable to compensate the non-breaching party for any losses it has sustained as a result of the breach, including loss of profits.

7. FORCE MAJEURE

- 7.1 **Definition.** The term Force Majeure refers to any unforeseeable (or if foreseeable, reasonably unavoidable), event beyond the reasonable control of any party which prevents the performance of this Agreement, including without limitation acts of government, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning and war, but excluding any shortage of credit.

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- 7.2 **Exemption.** Where either party fails to perform this Agreement in full or in part due to Force Majeure, such party shall be exempted from its responsibilities hereunder, to the extent of the Force Majeure in question and except where PRC law provides otherwise. For the avoidance of doubt, a party shall not be excused from performing its obligations hereunder where Force Majeure occurs following the delay by that party to perform this Agreement.
- 7.3 **Notice.** Should either party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other party, as soon as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for non-performance, so as to minimize any losses incurred by the other party as a consequence thereof. Furthermore, within a reasonable time after notice of Force Majeure has been given, the party encountering Force Majeure shall provide to the other party a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.
- 7.4 **Mitigation.** The party affected by Force Majeure may suspend the performance of its obligations under this Agreement until any disruption resulting from the Force Majeure has been resolved. However, such party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible the adverse effects of such, as well as any resulting losses.

8. EFFECTIVE DATE AND TERM

- 8.1 **Term.** This Agreement shall enter into effect as of the date first indicated above and shall continue for a period of 30 years unless it is extended according to Article 8.2 or terminated early according to Article 9.
- 8.2 **Extension.** This Agreement shall be automatically extended for another ten (10) years except Party B gives its written notice terminating this Agreement three (3) months before the expiration of this Agreement.

9. TERMINATION

- 9.1 **Early Termination.** This Agreement may be terminated early in the following situations:

9.1.1 with the mutual written consent of the parties following consultation;

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9.1.2 by the non-breaching party with immediate effect by means of written notice if the breaching party fails to remedy the breach or to compensate the non-breaching party for any losses it may have sustained as a consequence of that breach in accordance with Article 6.1;

9.1.3 by either party with immediate effect by means of written notice if Force Majeure prevails for 30 days or longer; or

9.1.4 by Party B with 30 days' prior written notice to Party A at any time.

- 9.2 **Survival of Obligations.** The expiry or early termination of this Agreement for any reason whatsoever shall not affect the payment obligations of the parties hereunder, the respective liability of the parties for damages or the confidentiality obligations of the parties.

10. MISCELLANEOUS

- 10.1 **Notices and Delivery.** All notices and communications between the parties shall be written in English and delivered in

person (including courier service), by facsimile transmission or by registered mail to the appropriate addresses:

- 10.2 **Timing.** The time of receipt of the notice or communication shall be deemed to be:
- 10.2.1 if in person (including courier), at the time of signing of a receipt by the receiving party or a duly authorized person at the receiving party's address;
 - 10.2.2 if by facsimile transmission, at the time displayed in the corresponding transmission record, unless such facsimile is sent after 5:00 p.m. or on a non-business day in the place of receipt, in which case the date of receipt shall be deemed to be the following business day; or
 - 10.2.3 if by registered mail, on the 10th day after the date of the receipt of the registered mail.
- 10.3 **No Waiver.** Unless otherwise agreed upon by the parties in writing, any failure or delay on the part of either party to exercise any right, authority or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, authority or privilege preclude any other future exercise thereof.

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- 10.4 **Severability.** The provisions of this Agreement are severable from each other. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 10.5 **Successors.** This Agreement shall be valid and binding upon the parties and upon their respective successors and assigns (if any).
- 10.6 **Assignment.** Party A shall not assign its rights or obligations under this Agreement to any third party without the prior written consent of Party B. Party B may transfer its rights or obligations under this Agreement to any third party without the consent of Party A, but shall inform Party A of the above assignment.
- 10.7 **Governing Law.** The execution, validity, interpretation and implementation of this Agreement and the settlement of disputes hereunder shall be governed by PRC law.
- 10.8 **Arbitration.**
- 10.8.1 If any dispute arises in connection with this Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultation or mediation.
 - 10.8.2 If the dispute cannot be resolved in the above manner within 30 days after the commencement of the consultation or mediation, either party may submit the dispute to arbitration as follows:
 - 10.8.2.1 all disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in accordance with the Commission's then-current rules; and
 - 10.8.2.2 the arbitration shall be held in Beijing and conducted in the Chinese language, with the arbitral award being final and binding upon the parties.
 - 10.8.3 When any dispute is submitted to arbitration, the parties shall continue to perform their obligations under this Agreement.
- 10.9 **Entire Agreement.** This Agreement and its Exhibits shall constitute the entire agreement between the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements, including without limitation, the Original Agreement.

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- 10.10 **Amendments.** Without the prior written consent of Party B, Party A shall not amend this Agreement. If required by law, the parties shall obtain all requisite approvals from the relevant authorities to give effect to the amendment.
- 10.11 **Language and Copies.**

This Agreement is prepared in both English and Chinese, and both language versions have the same legal effect. This Agreement shall be executed in 2 originals, with 1 original copy for each party.

[The space below is intentionally left blank.]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first indicated above.

Party A: ATA Intelligent Learning (Beijing) Technology Limited

Name: Ma Xiao Feng
Title: Legal Representative
Company Seal:

Party B: ATA Testing Authority (Beijing) Limited

Name: Ma Xiao Feng
Title: Legal Representative
Company seal:

Exhibit I

Scope of Services

1. **Technical Services.** Party B will provide technical services and training to Party A, taking advantage of Party B's advanced network, website and multimedia technologies to improve Party A's system integration. Such technical services shall include:
 - (a) administering, managing and maintaining Party A's information application system and website system infrastructure;
 - (b) providing system optimization plans and implementing optimization features;
 - (c) assuring the security and reliability of the website application systems;
 - (d) procuring, installing and supporting the relevant products produced by Party B, and providing training in the use of those products;
 - (e) managing and maintaining all network and providing technologies to assure the reliability and efficiency thereof;
 - (f) providing information technology services and assuring the reliable operation of the information infrastructure.
2. **Marketing and Management Consulting.** For the purposes of expanding Party A's market share, popularizing its products and creating a efficient internal operations, Party B will provide consulting services regarding marketing and management, which shall include:
 - (a) providing strategic co-operation proposals and recommending relevant partners to Party A, and assisting Party A to establish and develop cooperative relationships with such partners with respect to information networks;
 - (b) providing Party A with market development strategies, including but not limited to the design and improvement of Party A's products, services and business model as well as strategic on its market position and brand-building; and
 - (c) training management personnel and providing management consultation services, including but not limited to regular business training for Party A's management personnel and formulating realistic and effective solutions to existing problems in Party A's business operations.

Exhibit II

Calculation and Payment of the Service Fee

DURING THE TERM OF THIS AGREEMENT, THE SERVICE FEE PAYABLE BY PARTY A TO PARTY B FOR SERVICES RENDERED UNDER EXHIBIT I SHALL BE A FEE IN RMB DETERMINED AND PAYABLE IN THE FOLLOWING MANNER:

1. THE CONSULTING FEE PAYABLE BY PARTY A TO PARTY B HEREUNDER SHALL BE CONFIRMED BY PARTY B IN WRITING AND BE CALCULATED IN ACCORDANCE WITH THE ACTUAL TIME SPENT BY PARTY B IN PROVIDING SERVICES TO PARTY A PURSUANT TO THIS AGREEMENT ON QUARTERLY BASIS.

2. PARTY B RESERVES THE RIGHT TO ADJUST THE CONSULTING FEE CHARGING RATE AND TO CHARGE ANY OTHER REASONABLE FEES INCURRED IN THE COURSE OF PROVIDING SERVICES TO PARTY A.

3. PARTY A SHALL INFORM PARTY B ALL INFORMATION IN CONNECTION WITH THE CONTRACTS ENTERED INTO BETWEEN PARTY A AND ANY THIRD PARTIES IN A TIMELY MANNER. PARTY B SHALL HAVE THE RIGHT TO EXAMINE AND VERIFY THOSE CONTRACTS AT ANY TIME UPON ITS DISCRETION.

4. THE CONSULTING FEE HEREUNDER SHALL BE SETTLED ON A QUARTERLY BASIS. PARTY A SHALL, WITHIN THREE (3) MONTHS AFTER END OF EACH QUARTER, PAY CONSULTING FEE OF THE PRIOR QUARTER INTO AN ACCOUNT DESIGNATED BY PARTY B. AT THE END OF EACH YEAR, PARTY B SHALL CONFIRM THE TOTAL CONSULTING AND OTHER FEES INCURRED FOR THE YEAR IN WRITING AND PARTY A SHALL SETTLE ANY OUTSTANDING ON A TIMELY BASIS ACCORDINGLY.

Equity Interest Pledge Agreement

Between

ATA Testing Authority (Beijing) Limited

and

. Ma Xiao Feng

March, 2018

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 15, 2018 by and between the following parties:

- (1) **PLEDGEE: ATA Testing Authority (Beijing) Limited**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at **Beijing, China**.

and

- (2) **PLEDGOR: Ma Xiao Feng**, with the PRC ID number 110102196310212334 and address at No.8 Beiyingtaoyuan, Xuanwu District, Beijing, China.

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Pledgor is a PRC citizen, and holds **90%** of the equity interest of **ATA Intelligent Learning (Beijing) Technology Limited** (“**Target Company**”).
 - B. Target Company is a limited liability company registered in Beijing, which engages in the business of Education Technology Service.
 - C. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Target Company entered into a Exclusive Technical and Consulting Services Agreement on March 15, 2018, pursuant to which Target Company is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
 - D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into a Call Option and Cooperation Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Call Option and Cooperation Agreement**”).
 - E. In order to ensure that (i) the Pledgee collects Service Fees under the Services Agreement from Target Company, (ii) the Pledgor’s other obligations under the Call Option and Cooperation Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Target Company, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Target Company under the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 90% equity interest of Target Company, equivalent to a contribution of RMB 9,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Target Company (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party’s rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. Definitions

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Pledge**” means the full content of Section 2 hereunder.
- 1.2 “**Equity Interest**” means all the equity interests in Target Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Target Company acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 90% equity interest (equivalent to a contribution of RMB 9,000,000) in Target Company.
- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 “**Effective Date**” This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

2. Pledge

- 2.1 Each Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that it has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Target Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Target Company, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).
-

- 2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 90,000,000 (the “**Maximum Amount**”) prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):

- (a) any or all of the Services Agreements or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the relevant Pledgor(s) pursuant to Section 6.3;
- (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Target Company is insolvent or could potentially be made insolvent; or

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- (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.

2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness of Pledge, Scope and Term

3.1 The Pledgor shall, promptly after the execution of this Agreement, have this Agreement approved by Ministry of Commerce or its competent local authority (“**MOFCOM**”) and registered this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes its transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Target Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his/her name, and is entitled to create a pledge on such Equity Interest.

4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.

4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.

4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The representative of the Pledgor who signs this Agreement is lawfully and effectively authorized.

4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this

Agreement.

4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. Covenants of the Pledgor

5.1 The Pledgor covenants to the Pledgee that it shall:

- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in its name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of their obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
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5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.

5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.

5.5 The Pledgor covenants to the Pledgee that it will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform its guarantees, covenants, agreements, representations or conditions.

6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

- 6.1.1 Target Company or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default (as defined and stipulated in those agreements) has occurred and is continuing;
 - 6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representations or warranties under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;
 - 6.1.3 the Pledgor breaches any of the covenants under Section 5;
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6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor set forth herein;

6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Target Company with other third parties or for any other reason;

6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or

(ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform their obligations under this Agreement;

- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform its obligations under this Agreement;
 - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Target Company to provide advertising services in the PRC is withdrawn, suspended, invalidated or materially amended;
 - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
 - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform their obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any events that may result in the foregoing events have occurred or are occurring.
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6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreements, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. Exercise of the Rights of the Pledge

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor(s) when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Target Company is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

8. Transfer or Assignment

- 8.1 The Pledgor shall not donate or transfer their rights and obligations herein to any third party without prior written consent from the Pledgee.
 - 8.2 This Agreement shall be binding upon the Pledgor and their successors and be effective to the Pledgee and its each successor and assignee.
 - 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
-

8.4 After a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.

9. Termination

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

10. Force Majeure

- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

-
- 11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to addresses of the counter parties.

13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

14. Waiver

The Pledgee’s non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

[The space below is intentionally left blank.]

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PLEDGEE: ATA Testing Authority (Beijing) Limited

(Company Seal)

By: _____
Authorized Representative: Ma Xiao Feng

PLEDGOR: Ma Xiao Feng

Sign: _____

_____ Shareholder List
(As of _____, Registered Capital is RMB _____, all of which has been paid in.)

No.	Name of Share holder	Address	Contribution (percentage)	Form of Contribution	Pledge
001					

(seal)

Signature: :
Name :
Title : Legal representative
Date: :

Equity Interest Pledge Agreement

Between

ATA Testing Authority (Beijing) Limited

and

.Xiong Hai Chang

March, 2018

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This Equity Interest Pledge Agreement (this “**Agreement**”) is entered in Beijing, the People’s Republic of China (“**PRC**”, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan, for the purposes of this Agreement) and dated on March 15, 2018 by and between the following parties:

- (1) **PLEDGEE: ATA Testing Authority (Beijing) Limited**, a wholly foreign owned enterprise duly incorporated and validly existing under the laws of the PRC, with its registered address at **Beijing, China**.

and

- (2) **PLEDGOR: Xiong Hai Chang**, with the PRC ID number 420111197701085655 and address at No.1 Lian Hua Nan Road, Yuehu District, Ying Tan, Jiangxi, China .

(individually a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Pledgor is a PRC citizen, and holds **10%** of the equity interest of **ATA Intelligent Learning (Beijing) Technology Limited** (“**Target Company**”).
 - B. Target Company is a limited liability company registered in Beijing, which engages in the business of Education Technology Service.
 - C. The Pledgee, a wholly foreign-owned company registered in Beijing, PRC, and has been licensed by the relevant PRC government authority to carry on the business of transfer of technology, technology training and consulting, and the sale of its own products. The Pledgee and Target Company entered into a Exclusive Technical and Consulting Services Agreement on March 15, 2018, pursuant to which Target Company is required to pay service fees (the “**Service Fees**”) to the Pledgee in consideration for the corresponding services to be provided by the Pledgee (the “**Services Agreement**”).
 - D. Simultaneous with the execution of this Agreement, the Pledgor has also entered into a Call Option and Cooperation Agreement with the Pledgee, pursuant to which the Pledgor grants to the Pledgee an exclusive right to purchase the Equity Interest (as defined below) at any time upon satisfaction of various requirements under PRC law (the “**Call Option and Cooperation Agreement**”).
 - E. In order to ensure that (i) the Pledgee collects Service Fees under the Services Agreement from Target Company, (ii) the Pledgor’s other obligations under the Call Option and Cooperation Agreement are fulfilled, and (iii) all other debts, monetary liabilities or other payment obligations owed to the Pledgee by the Pledgor and/or Target Company, arising under or in relation to the Services Agreement including, but not limited to, any obligation to pay damages for a breach of any obligation of the Pledgor or Target Company under the Services Agreement (as applicable), are paid, the Pledgor is willing to pledge all the Equity Interest (as defined below,) i.e. the 10% equity interest of Target Company, equivalent to a contribution of RMB 1,000,000, to the Pledgee as security for the above-mentioned obligations of the Pledgor and Target Company (collectively, the “**Secured Obligations**”).
-

In order to set forth each Party’s rights and obligations, the Pledgee and the Pledgor through mutual negotiations hereby enter into this Agreement based upon the following terms:

1. Definitions

Unless otherwise provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Pledge**” means the full content of Section 2 hereunder.
- 1.2 “**Equity Interest**” means all the equity interests in Target Company held by the Pledgor (including all present and future rights and benefits based on such equity interests), and any additional equity interests in Target Company acquired by such Pledgor subsequent to the date hereof. For the avoidance of any doubt, on the date hereof, the Pledgor holds a 10% equity interest (equivalent to a contribution of RMB 1,000,000) in Target Company.
- 1.3 “**Event of Default**” means any event in accordance with Section 6 hereunder.
- 1.4 “**Notice of Default**” means the notice of default issued by the Pledgee in accordance with this Agreement.
- 1.5 “**Effective Date**” This Agreement shall be effective upon its being signed by the Parties hereunder. Notwithstanding the foregoing, the Pledge (as defined in Section 2.1) shall only come into effect in accordance with Section 3 of this Agreement.

2. Pledge

- 2.1 Each Pledgor hereby pledges, and if required, transfers and assigns the Equity Interest to the Pledgee as security for all of the Secured Obligations (the “**Pledge**”) of an amount up to the Maximum Amount (as defined below), and grant a first priority security interest in all rights, titles and interests that it has or may at any time hereafter acquire in and to the Equity Interest, together with all equity or other ownership interests representing a dividend on the Equity Interest, a distribution or return of capital upon or in respect of such Equity Interest, any subscription, first refusal, pre-emptive or other purchase rights with respect to or arising from such Equity Interest, any voting rights with respect to such Equity Interest or any other interest in Target Company which, by reason of notice or lapse of time or the occurrence of other events, may be converted into a direct equity interest in Target Company, and all proceeds of the foregoing (collectively, the “**Pledged Collateral**”).
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- 2.1.1 The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below). Therefore, based on the reasonable assessment and evaluation by the Pledgor and the Pledgee of the Secured Obligations and the Pledged Collateral, the Pledgor and the Pledgee mutually acknowledge and agree that the Pledge shall aggregately secure the Secured Obligations for a maximum amount of RMB 10,000,000 (the “**Maximum Amount**”) prior to the Settlement Date.

The Pledgor and the Pledgee may, taking into account the fluctuation in the monetary value of the Secured Obligations and the Pledged Collateral, adjust the Maximum Amount based on mutual agreement by amending and supplementing this Agreement, from time to time, prior to the Settlement Date.

2.1.2 Upon the occurrence of any of the events below (each an “**Event of Settlement**”), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to the Pledgee on or immediately prior to the date of such occurrence (the “**Fixed Obligations**”):

- (a) any or all of the Services Agreements or the Option Agreements expires or is terminated pursuant to the stipulations thereunder;
- (b) the occurrence of an Event of Default pursuant to Section 6 that is not resolved, which results in the Pledgee serving a Notice of Default to the relevant Pledgor(s) pursuant to Section 6.3;
- (c) the Pledgee reasonably determines (having made due enquiries) that any of the Pledgor and/or Target Company is insolvent or could potentially be made insolvent; or

-
- (d) any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.2 For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the “**Settlement Date**”). On or after the Settlement Date, the Pledgee shall be entitled, at the election of the Pledgee, to enforce the Pledge in accordance with Section 7.

2.3 The Pledgee is entitled to collect any and all dividends or other distributions, if any, arising from the Equity Interest during the Term of the Pledge (as defined below).

3. Effectiveness of Pledge, Scope and Term

3.1 The Pledgor shall, promptly after the execution of this Agreement, have this Agreement approved by Ministry of Commerce or its competent local authority (“**MOFCOM**”) and registered this Agreement and the Pledge hereunder with the State Administration for Industry and Commerce of the PRC or its competent local counterpart (the “**AIC**”). The Pledgor shall deliver to the Pledgee a copy of the registration or filing certificate from the AIC within 7 days from the date of submission of the application for registration of this Agreement and Pledge with the AIC.

3.2 The Pledge shall be effective upon the registration of the Pledge with the AIC in accordance with Section 3.1 above. The term of the Pledge shall commence on the date when the Pledge is registered with the AIC and shall expire on the earlier of (a) the date on which all outstanding Secured Obligations are paid in full or otherwise satisfied (as applicable) or (b) the Pledgee enforces the Pledge pursuant to the terms and conditions hereof, to satisfy its rights under the Secured Obligations and Pledged Collateral in full or (c) the Pledgor completes its transfer of the Equity Interest to another party (individual or legal entity) pursuant to the Option Agreement and no longer holds any equity interest in Target Company (the “**Term of the Pledge**”).

4. Representations and Warranties of the Pledgor

The Pledgor hereby makes the following representations and warranties to the Pledgee and confirms that the Pledgee executes this Agreement in reliance on such representations and warranties:

4.1 The Pledgor is the legal owner of the Equity Interest that has been registered in his/her name, and is entitled to create a pledge on such Equity Interest.

4.2 None of the Pledged Collateral or the Pledge will be interfered with by any other pledgee at any time once the Pledgee exercises the rights of the Pledge in accordance with this Agreement.

4.3 The Pledgee shall be entitled to dispose or assign the Pledge in accordance with the relevant laws and this Agreement.

4.4 All necessary authorizations have been obtained for the execution and performance of this Agreement by the Pledgor and the execution and performance of this Agreement by the Pledgor does not violate any applicable laws or regulations. The representative of the Pledgor who signs this Agreement is lawfully and effectively authorized.

4.5 The Pledgor warrants that there is no on-going civil, administrative or criminal litigation or administrative punishment or arbitration related to the Equity Interest and is not aware of any such action pending or likely to be pending in the future as of the date of this Agreement.

4.6 There are no outstanding taxes, fees or undecided legal procedures related to the Equity Interest as of the date of this

Agreement.

4.7 Each stipulation hereunder is the expression of each Party's true intention and shall be binding upon all the Parties.

5. Covenants of the Pledgor

5.1 The Pledgor covenants to the Pledgee that it shall:

- 5.1.1 not transfer or assign the Equity Interest, or create or permit to be created any pledge, lien, charge, mortgage, encumbrance, option, security or other interest in or over the Equity Interest that has been registered in its name, other than the Pledge created hereunder and the option granted under the Option Agreement, without the prior written consent from the Pledgee;
 - 5.1.2 comply with and implement laws and regulations with respect to the pledge of rights, present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by the competent authority within 5 days upon receiving such notices, orders or suggestions and take actions in accordance with the reasonable instructions of the Pledgee; and
 - 5.1.3 timely notify the Pledgee of any events or any received notices (i) which may affect the Equity Interest or any part of the Pledgee's rights, (ii) which may change the Pledgor's covenants or obligations under this Agreement or (iii) which may affect the Pledgor's performance of their obligations under this Agreement, and take actions in accordance with the reasonable instructions of the Pledgee.
-

5.2 The Pledgor agrees that the Pledgee's right of exercising the Pledge under this Agreement shall not be suspended or hampered by the Pledgor or any successors of the Pledgor or any person authorized by the Pledgor.

5.3 The Pledgor jointly and severally covenants to the Pledgee that in order to protect or perfect the security over the Secured Obligations, the Pledgor shall (i) execute in good faith and cause other parties who have interests in the Pledge to execute all the forms, instruments, agreements (including those required for the registration and de-registration of the Pledge with the AIC), and/or (ii) take actions and cause other parties who have interests in the Pledge to take actions as required by the Pledgee and (iii) allow the Pledgee to exercise the rights and authorization vested in the Pledgee under this Agreement.

5.4 The Pledgor agrees to promptly make or cause to be made any filings or records, give or cause to be given any notices and take or cause to be taken any other actions as may be necessary under the laws of the PRC, to perfect the Pledge of the Pledged Collateral, including the AIC registration set forth in Section 3.1.

5.5 The Pledgor covenants to the Pledgee that it will comply with and perform all the guarantees, covenants, agreements, representations and conditions for the benefits of the Pledgee. The Pledgor shall compensate for all the losses suffered by the Pledgee for such Pledgor's failure to perform or fully perform its guarantees, covenants, agreements, representations or conditions.

6. Events of Default

6.1 Each of the following shall constitute an Event of Default:

6.1.1 Target Company or the Pledgor fails to make full and timely payment of any amounts due under the Secured Obligations as required under the Services Agreement or Option Agreement, or an event of default (as defined and stipulated in those agreements) has occurred and is continuing;

6.1.2 the Pledgor makes or has made any inaccurate, incomplete, misleading or untrue representations or warranties under Section 4, or is in violation or breach of any of the representations and warranties under Section 4;

6.1.3 the Pledgor breaches any of the covenants under Section 5;

6.1.4 the Pledgor breaches any other covenants, undertakings or obligations of the Pledgor set forth herein;

6.1.5 the Pledgor is unable to perform its obligations under this Agreement due to the separation or merger of Target Company with other third parties or for any other reason;

6.1.6 the Pledgor relinquishes all or any part of the Pledged Collateral or transfers or assigns all or any part of the Pledged Collateral without the prior written consent of the Pledgee (except the transfers or assigns permitted under the Option Agreement);

6.1.7 any indebtedness, guarantee or other obligation of the Pledgor, whether pursuant to a contract or otherwise, (i) is accelerated as a result of a default thereunder and is required to be repaid or performed prior to the due date; or

(ii) has become due and is not repaid or performed when due which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform their obligations under this Agreement;

- 6.1.8 this Agreement is illegal as a result of any applicable laws or the Pledgor is restricted from continuing to perform its obligations under this Agreement;
 - 6.1.9 any approval, permit, license or authorization from any applicable governmental entity (or registration or filing procedure) required for Target Company to provide advertising services in the PRC is withdrawn, suspended, invalidated or materially amended;
 - 6.1.10 any approval, permit, license or authorization from any applicable government authority required to perform this Agreement or make this Agreement enforceable, legal and valid is withdrawn, suspended, invalidated or materially amended; or
 - 6.1.11 any property owned by the Pledgor is altered or damaged which, in the Pledgee's reasonable view, has materially adversely affected the Pledgor's ability to perform their obligations under this Agreement.
- 6.2 The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor is aware or find that any event set forth in Section 6.1 or any events that may result in the foregoing events have occurred or are occurring.
-

6.3 Unless an Event of Default set forth in Section 6.1 has been rectified to the Pledgee's satisfaction, the Pledgee, at any time the event of default occurs or thereafter, may give a written notice of default to the Pledgor, and require the Pledgor, at the discretion of the Pledgee, to immediately make full payment of the outstanding amounts payable under the Services Agreements, and/or Option Agreements, and other payables, or dispose of the Pledge in accordance with Section 7 herein.

7. Exercise of the Rights of the Pledge

- 7.1 The Pledgor shall not transfer or assign the Pledge without prior written approval from the Pledgee prior to the full settlement and fulfillment of the Secured Obligations.
- 7.2 The Pledgee shall give a notice of default to the Pledgor(s) when the Pledgee exercises the rights of Pledge.
- 7.3 Subject to Section 6.3, the Pledgee may exercise the right to dispose of the Pledge at any time when the Pledgee gives a notice of default in accordance with Section 6.3 or thereafter.
- 7.4 The Pledgee is entitled to have priority in receiving payment by the evaluation or proceeds from the auction or sale of whole or part of the Pledged Collateral in accordance with legal procedures until the outstanding Secured Obligation or other monetary obligations payable by the Pledgor and/or Target Company is fully paid, repaid or otherwise settled.
- 7.5 The Pledgor shall not hinder the Pledgee from disposing the Pledge in accordance with this Agreement and shall give necessary assistance so that the Pledgee could realize its Pledge.

8. Transfer or Assignment

- 8.1 The Pledgor shall not donate or transfer their rights and obligations herein to any third party without prior written consent from the Pledgee.
 - 8.2 This Agreement shall be binding upon the Pledgor and their successors and be effective to the Pledgee and its each successor and assignee.
 - 8.3 The Pledgee may transfer or assign all Secured Obligations and its right to the Pledge to any third party at any time. In this case, the assignee shall enjoy and undertake the same rights and obligations herein of the Pledgee as if the assignee is a party hereto. When the Pledgee transfers or assigns the Secured Obligations and its rights to the Pledge, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
-

8.4 After a change to the Pledgee resulting from a transfer or assignment, the new parties to the pledge shall re-execute a pledge contract.

9. Termination

This Agreement shall not terminate until the Term of the Pledge expires pursuant to Section 3 herein.

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- 10.1 If this Agreement is delayed in or prevented from performing in the Event of Force Majeure (“**Event of Force Majeure**”), only within the limitation of such delay or prevention, the affected Party is absolved from any liability under this Agreement. Force Majeure, which includes acts of governments, acts of nature, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, means any unforeseen events beyond the prevented Party’s reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party’s reasonable control. The Party affected by Force Majeure who claims for exemption from performing any obligations under this Agreement or under any Section herein shall notify the other party of such exemption promptly and advise him of the steps to be taken for completion of the performance.
- 10.2 The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

11. Applicable Law and Dispute Resolution

- 11.1 The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 The Parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration. The arbitration shall follow the then current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the Parties. This article shall not be affected by the termination or elimination of this Agreement.

-
- 11.3 In case of any disputes arising out of the interpretation and performance of this Agreement or any pending arbitration of such dispute, each Party shall continue to perform their obligations under this Agreement, except for the matters in dispute.

12. Notice

Any notice or correspondence, which is given by the Party as stipulated hereunder, shall be in Chinese and English writing and shall be delivered in person or by registered or prepaid mail or recognized express service, or be transmitted by telex or facsimile to addresses of the counter parties.

13. Appendices

The appendices to this Agreement constitute an integral part of this Agreement.

14. Waiver

The Pledgee’s non-exercise or delay in exercise of any rights, remedies, power or privileges hereunder shall not be deemed as the waiver of such rights, remedies, power or privileges. Any single or partial exercise of the rights, remedies, power and privileges shall not exclude the Pledgee from exercising any other rights, remedies, power and privileges. The rights, remedies, power and privileges hereunder are accumulative and shall not exclude the application of any other rights, remedies, power and privileges stipulated by laws.

15. Miscellaneous

- 15.1 Any amendments, modifications or supplements to this Agreement shall be in writing and come into effect upon being executed and sealed by the Parties hereto.
- 15.2 In case any terms and stipulations in this Agreement are regarded as illegal or can not be performed in accordance with the applicable law, such terms and stipulations shall be deemed to ineffective and not enforceable within the scope governed by the applicable law, and the remaining stipulations will remain effective.
- 15.3 This Agreement, the Services Agreement, the Equity Option Agreement shall constitute the entire agreement among the parties in respect of the subject matter hereof and shall supersede any previous discussions, negotiations and agreements related thereto.

[The space below is intentionally left blank.]

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PLEDGEE: ATA Testing Authority (Beijing) Limited

(Company Seal)

By: _____

Authorized Representative: Ma Xiao Feng

PLEDGOR: Xiong Hai Chang

Sign: _____

(As of____. Registered Capital is RMB____, all of which has been paid in.)

No.	Name of Share holder	Address	Contribution (percentage)	Form of Contribution	Pledge
001					

(seal)

Signature: :
Name :
Title : Legal representative
Date: :

Power of Attorney

Authorizing Party: Xiaofeng Ma
Personal ID #:
Address:

Authorized Party: ATA Testing Authority (Beijing) Limited
Address: Beijing, China
Telephone:
Facsimile:

I, Xiaofeng Ma, a PRC citizen, hereby irrevocably authorize ATA Testing Authority (Beijing) Limited (hereinafter, "ATA Testing") to exercise the following rights during the term of this Power of Attorney:

Authorizing ATA Testing or any eligible PRC citizens designated by ATA Testing (hereinafter, the "Designees", and ATA Testing and the Designees are collectively referred to as the "Authorized Party") thereby to act as my sole and exclusive agent who has full power to represent myself in connection with the following:

Exercising any and all of my voting rights in the capacity of a shareholder of ATA Intelligent Learning (Beijing) Technology Limited (hereinafter "ATA Intelligent Learning") and such other shareholder's rights, including but not limited to, appointing and electing, in the capacity of my authorized representative, directors, general manager and other executives of ATA Intelligent Learning in ATA Intelligent Learning's shareholders' meetings.

The Authorized Party has the right to, within the scope of authorization specified herein, execute on my behalf any transfer documents necessary for the performance of obligations under the Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement, which will be executed on the same day as this Power of Attorney.

The Authorized Party has the right to join the liquidation committee and participate in liquidation matters on my behalf in the case of liquidation of ATA Intelligent Learning. I hereby acknowledge, ratify and approve any actions to be taken and documents to be executed by the Authorized Party during the liquidation of ATA Intelligent Learning.

Any actions to be taken by and any documents to be executed by the Authorized Party in connection with ATA Intelligent Learning shall be considered taken/executed by myself. I hereby acknowledge, ratify and approve any actions to be taken and documents to be executed by the Authorized Party.

The abovementioned authorization and designation shall be subject to the following conditions: the Designees are PRC citizens and are employees of ATA Testing, and the controlling shareholders of ATA Testing consent to such authorization and designation. Promptly upon the occurrence that any Designees no longer hold any positions in ATA Testing or ATA Testing issues written notice to replace any Designees, I will immediately withdraw the authorization and designation granted to the Designees herein and will authorize and/or designate other employees that are PRC citizens designated by ATA Testing to exercise my aforesaid shareholder's voting rights in ATA Intelligent Learning's shareholders' meetings.

The Authorized Party shall perform its fiduciary obligations in a prudent and diligent manner in accordance with law and within the scope of authorization, and shall hold the Authorizing Party free from any and all losses/damages arising out of such authorization and/or designation, except for the losses/damages caused by willful misconduct or gross negligence of the Authorized Party, in which case the Authorized Party shall bear all legal and economic liabilities to the Authorizing Party and ATA Intelligent Learning.

The Authorizing Party hereby agrees that the duration of this Power of Attorney shall be the same as that set forth in the Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement, which will be executed on the same day as this Power of Attorney. The duration of this Power of Attorney shall be postponed accordingly in case the duration of Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement is postponed.

Authorizing Party (signature): Xiaofeng Ma
March 15, 2018

Power of Attorney

Authorizing Party: Haichang Xiong
Personal ID #:
Address:

Authorized Party: ATA Testing Authority (Beijing) Limited
Address: Beijing, China
Telephone:
Facsimile:

I, Haichang Xiong, a PRC citizen, hereby irrevocably authorize ATA Testing Authority (Beijing) Limited (hereinafter, "ATA Testing") to exercise the following rights during the term of this Power of Attorney:

Authorizing ATA Testing or any eligible PRC citizens designated by ATA Testing (hereinafter, the "Designees", and ATA Testing and the Designees are collectively referred to as the "Authorized Party") thereby to act as my sole and exclusive agent who has full power to represent myself in connection with the following:

Exercising any and all of my voting rights in the capacity of a shareholder of ATA Intelligent Learning (Beijing) Technology Limited (hereinafter "ATA Intelligent Learning") and such other shareholder's rights, including but not limited to, appointing and electing, in the capacity of my authorized representative, directors, general manager and other executives of ATA Intelligent Learning in ATA Intelligent Learning's shareholders' meetings.

The Authorized Party has the right to, within the scope of authorization specified herein, execute on my behalf any transfer documents necessary for the performance of obligations under the Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement, which will be executed on the same day as this Power of Attorney.

The Authorized Party has the right to join the liquidation committee and participate in liquidation matters on my behalf in the case of liquidation of ATA Intelligent Learning. I hereby acknowledge, ratify and approve any actions to be taken and documents to be executed by the Authorized Party during the liquidation of ATA Intelligent Learning.

Any actions to be taken by and any documents to be executed by the Authorized Party in connection with ATA Intelligent Learning shall be considered taken/executed by myself. I hereby acknowledge, ratify and approve any actions to be taken and documents to be executed by the Authorized Party.

The abovementioned authorization and designation shall be subject to the following conditions: the Designees are PRC citizens and are employees of ATA Testing, and the controlling shareholders of ATA Testing consent to such authorization and designation. Promptly upon the occurrence that any Designees no longer hold any positions in ATA Testing or ATA Testing issues written notice to replace any Designees, I will immediately withdraw the authorization and designation granted to the Designees herein and will authorize and/or designate other employees that are PRC citizens designated by ATA Testing to exercise my aforesaid shareholder's voting rights in ATA Intelligent Learning's shareholders' meetings.

The Authorized Party shall perform its fiduciary obligations in a prudent and diligent manner in accordance with law and within the scope of authorization, and shall hold the Authorizing Party free from any and all losses/damages arising out of such authorization and/or designation, except for the losses/damages caused by willful misconduct or gross negligence of the Authorized Party, in which case the Authorized Party shall bear all legal and economic liabilities to the Authorizing Party and ATA Intelligent Learning.

The Authorizing Party hereby agrees that the duration of this Power of Attorney shall be the same as that set forth in the Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement, which will be executed on the same day as this Power of Attorney. The duration of this Power of Attorney shall be postponed accordingly in case the duration of Equity Interest Pledge Agreement and the Call Option and Cooperation Agreement is postponed.

Authorizing Party (signature): Haichang Xiong
March 15, 2018

List of Subsidiaries**Wholly Owned Subsidiaries:**

- ATA Testing Authority (Holdings) Limited, incorporated in the British Virgin Islands
- ATA Testing Authority (Beijing) Limited, incorporated in the People's Republic of China
- ATA Learning (Beijing) Inc., incorporated in the People's Republic of China
- Xing Wei Institute (Hong Kong) Limited, incorporated in Hong Kong

Majority Owned Subsidiaries:

- ATA Online (Beijing) Education Technology Co., Ltd., incorporated in the People's Republic of China
- Muhua Shangce Learning Data & Technology (Beijing) Limited (formerly known as "ATA Learning Data & Technology (Beijing) Limited"), incorporated in the People's Republic of China
- Beijing Qihuang Huizhi Technology Co., Limited, incorporated in the People's Republic of China

Consolidated Variable Interest Entity:

- ATA Intelligent Learning (Beijing) Technology Limited, incorporated in the People's Republic of China
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**Certification by the Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Kevin Xiaofeng Ma, certify that:

1. I have reviewed this transition report on Form 20-F of ATA Inc. (the “Company”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: April 12, 2018

By: /s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma
Title: Chief Executive Officer

**Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Amy Tung, certify that:

1. I have reviewed this transition report on Form 20-F of ATA Inc. (the “Company”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: April 12, 2018

By: /s/ Amy Tung
Name: Amy Tung
Title: Chief Financial Officer

**Certification by the Chief Executive Officer Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Kevin Xiaofeng Ma, Chief Executive Officer of ATA Inc. (the "Company"), hereby certify, to the best of my knowledge, that the Company's transition report on Form 20-F for the nine-month period ended December 31, 2017 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for the periods presented in the Report.

Date: April 12, 2018

By: /s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma
Title: Chief Executive Officer

**Certification by the Chief Financial Officer Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Amy Tung, Chief Financial Officer of ATA Inc. (the "Company"), hereby certify, to the best of my knowledge, that the Company's transition report on Form 20-F for the nine-month period ended December 31, 2017 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for the periods presented in the Report.

Date: April 12, 2018

By: /s/ Amy Tung
Name: Amy Tung
Title: Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

The Board of Directors
ATA Inc.:

We consent to the incorporation by reference in the registration statement (No. 333-215674) on Form S-8 of ATA Inc. of our reports dated April 12, 2018, with respect to the consolidated balance sheets of ATA Inc. as of March 31, 2017 and December 31, 2017, and the related consolidated statements of comprehensive income (loss), changes in equity, and cash flows for each of the two years ended March 31, 2017 and nine-month period ended December 31, 2017, and the effectiveness of internal control over financial reporting as of December 31, 2017, which reports appear in the December 31, 2017 Transition Report on Form 20-F of ATA Inc. dated April 12, 2018.

/s/ KPMG Huazhen LLP

Beijing China
April 12, 2018

JINCHENG TONGDA & NEAL
11/F, Huaxia Bank Plaza, No.22 Jianguomennei Avenue,
Beijing, 100005, PRC
Tel: (8610) 85237766; Fax: (8610) 65185057

April 12, 2018
ATA Inc.
1/F East Gate, Bldg. No.2, Jian Wai Soho
No.39 Dong San Huan Zhong Road,
Chao Yang District, Beijing, 100022

Ladies and Gentlemen:

We have acted as legal advisors as to the laws of the People's Republic of China to ATA Inc.(the "Company"), in connection with the filing by the Company with the United States Securities and Exchange Commission of a transition report on Form 20-F for the nine months ended December 31, 2017.

We hereby consent to the use of our name under "Key Information — Risk Factors" and "Information on the Company — Business Overview — Regulation" in the Company's transition report on Form 20-F for the nine months ended December 31, 2017.

Yours sincerely,

/s/ Peng Jun

Peng Jun
Partner
Jincheng Tongda & Neal

ATA Inc.
1/F East Gate, Bldg. No.2, Jian Wai Soho
No.39 Dong San Huan Zhong Road,
Chao Yang District, Beijing, 100022

Re: ATA Inc.

April 12, 2018

Dear Sirs,

We are qualified lawyers of the People's Republic of China (the "**PRC**", for the purpose of this legal opinion (the "**Opinion**"), excluding the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan), and as such are qualified to issue legal opinions on the PRC laws, regulations or rules.

We are acting as the PRC counsel for ATA Inc., an exempted company incorporated in the Cayman Islands with limited liability (the "**Company**"), in connection with the filing of its transition report on Form 20-F (the "**Transition Report**") for the nine months ended December 31, 2017 with the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

In rendering this Opinion, we have examined the originals or copies certified or otherwise identified to our satisfaction, of documents provided to us by the Company and such other documents, corporate records, certificates issued by Governmental Agencies (as defined below) in the PRC, by officers of the Company, and/or by the Group Companies (as defined below) and other instruments (the "**Documents**") as we have considered necessary, advisable or desirable for the purpose of rendering this Opinion. Where certain facts were not or may not be possible to be independently established by us, we have relied upon certificates or statements or representations issued or made by relevant Governmental Agencies of the PRC and the appropriate representatives of the Company and/or the PRC Companies with the proper powers and functions.

In our examination of the Documents and for purpose of rendering this Opinion, we have assumed without further inquiry: (A) the genuineness of all signatures, seals and chops, and the authenticity of all documents submitted to us as originals and the conformity with authentic original documents submitted to us as copies; (B) the Documents as submitted to us remain in full force and effect up to the date of this Opinion, and have not been revoked, amended, revised, modified or supplemented except as otherwise indicated in such Documents; (C) the truthfulness, accuracy, fairness and completeness of Documents as well as all factual statements in the Documents; (D) that all information provided to us by the Company in response to our inquiries for the purpose of this Opinion is true, accurate, complete and not misleading and that the Company has not withheld anything that, if disclosed to us, would reasonably cause us to alter this Opinion in whole or in part; (E) other than in relation to the Control Agreements (as defined below), that all parties have the requisite power and authority to enter into, execute, deliver and perform the Documents to which they are parties; (F) other than in relation to the Control Agreements, that all parties have duly executed, delivered, performed, and will duly perform their obligations under the Documents to which they are parties; and (G) other than in relation to the Control Agreements, that all Documents are legal, valid, binding and enforceable under all such laws as govern or relate to them other than PRC Laws (as defined below).

This Opinion is rendered on the basis of the PRC Laws effective as at the date hereof. We do not purport to be an expert on, generally familiar with, or qualified to express legal opinions based on, any laws other than the PRC Laws. Accordingly, we express no opinion on the laws of any jurisdiction other than the PRC. Furthermore, there is no guarantee that any such PRC Laws will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect.

The following terms as used in this Opinion are defined as follows:

"ATA Testing"	means ATA Testing Authority (Beijing) Limited, a company incorporated under the PRC Laws of which 100% equity interest is indirectly owned by the Company.
"BVI Subsidiary"	means ATA Testing Authority (Holdings) Limited, a company incorporated under the laws of British Virgin Islands of which 100% equity interest is directly owned by the Company.
"Control Agreements"	means the agreements set forth in Item 4.A of the Transition Report headed "History and Development of the Company — Contractual Arrangements with ATA Intelligent Learning" and as listed in Schedule I of this Opinion.
"Group Companies"	means the Company, BVI Subsidiary, and the PRC Companies.
"Government Agency"	means any competent government authorities, courts, arbitration commissions or regulatory bodies of the PRC.
"Governmental Authorization"	means any approval, consent, permit, authorization, filing, registration, exemption, waiver, endorsement, annual inspection, qualification and license required by the applicable PRC Laws to be obtained from any Government Agency.
"Material Adverse Effect"	means any event, circumstance, condition, occurrence or situation or any combination of the

foregoing that has or could be reasonably expected to have a material and adverse effect upon the conditions (financial or otherwise), business, properties or results of operations or prospects of the Group Companies taken as a whole.

“Initial Public Offering” means the initial public offering of American depositary shares representing the Company’s ordinary shares as described in the prospectus for such offering dated January 28, 2008.

“PRC Laws” means any and all laws, regulations, statutes, rules, decrees, notices and supreme court’s judicial interpretations currently in force and publicly available in the PRC as of the date hereof.

“PRC Companies” means the PRC Wholly Owned Subsidiary, and the PRC Subsidiary.

“PRC Subsidiary” means ATA Intelligent Learning (Beijing) Technology Limited (ATA Intelligent Learning), a company incorporated under the PRC Laws of which 90% of the equity interest is directly owned by Kevin Xiaofeng Ma and 10% of the equity interest is directly owned by Haichang Xiong.

“PRC Wholly Owned Subsidiary” means ATA Testing.

Based on the foregoing, after our due inquiry, we are of the opinion that:

- (i) *Corporate Structure.* The descriptions of the corporate structure of the PRC Companies and the Control Agreements set forth in the “Risk Factors,” “History and Development of the Company— Contractual Arrangements with ATA Intelligent Learning” and “Related Party Transactions” sections of the Transition Report are correct and accurate in all material respects and nothing has been omitted from such descriptions which would make the same misleading in any material respect.

We are of the opinion that, except as disclosed in the Transition Report, (A) the ownership structure of the PRC Companies as described in the Transition Report under the headings “Risk Factors,” “History and Development of the Company— Contractual Arrangements with ATA Intelligent Learning” and “Related Party Transactions” is and has been in compliance with all current PRC Laws; (B) except for the Equity Interest Pledge right under the Equity Interest Pledge Agreements listed in Schedule I (2) and (3) of this Opinion, each of the Control Agreements has been duly executed and delivered by each of the parties thereto and constitutes its or his binding obligations. Once the PRC Companies finish the registration of the Pledge with the AIC in accordance with Section 3.1 of Equity Interest Pledge Agreements, the above mentioned Equity Interest Pledge right will become effective; (C) the contractual arrangements among ATA Testing, the PRC Subsidiary and the shareholders of the PRC Subsidiary, established by the Control Agreements, individually and as a whole, are valid, legally binding and enforceable, and will not result in any violation of the PRC Laws currently in effect; and (D) the business operations of the Company and the PRC Companies, as described in the Transition Report, are in compliance with all current PRC Laws in all material aspects.

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- (ii) *M&A Rules.* On August 8, 2006, six PRC regulatory agencies, namely, the PRC Ministry of Commerce, the State Assets Supervision and Administration Commission, the State Administration for Taxation, the State Administration for Industry and Commerce, the China Securities Regulatory Commission (the “CSRC”), and the State Administration of Foreign Exchange of the PRC, jointly adopted the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors (the “M&A Rules”), which became effective on September 8, 2006 and were amended on June 22, 2009. The M&A Rules purport, among other things, to require offshore special purpose vehicles (the “SPVs”) formed for overseas listing purposes through acquisitions of PRC domestic companies and controlled by PRC companies or individuals, to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. On September 21, 2006, pursuant to the M&A Rules and other PRC Laws and regulations, the CSRC, on its official website, promulgated relevant guidance with respect to the issues of listing and trading of PRC domestic enterprises’ securities on overseas stock exchanges, including a list of application materials with respect to the listing on overseas stock exchanges by SPVs.

We are of the opinion that as of the date hereof, the Company was not and is not required under the M&A Rules and other relevant PRC Laws to obtain the approval of the CSRC for the issuance and sale of the American depositary shares representing the Company’s common shares or the listing of the Company’s American depositary shares on Nasdaq in connection with the Initial Public Offering, because (1) the Company established the PRC Wholly Owned Subsidiary as a foreign-invested enterprise by means of direct investment and not through a merger or acquisition of the equity or assets of a “PRC domestic company” as such term is defined under the M&A Rules, and (2) there is no provision in the M&A Rules that clearly classifies contractual arrangements described under “History and Development of the Company— Contractual Arrangements with ATA Intelligent Learning” and “Related Party Transactions” sections of the Transition Report as the type of merger and acquisition transaction falling under the M&A Rules.

This Opinion is rendered to you and is intended to be used in the context which is specifically referred to herein and solely for the benefit of the Company in connection with its Transition Report filing and each paragraph should be looked at as a whole and no part should be extracted and referred to independently.

We hereby consent to the filing of this Opinion with the U.S. Securities and Exchange Commission as an exhibit to the Transition Report and to the use of and references to our name and this Opinion and its contents under the sections headed “Risk Factors” and “Regulation”

and other sections of the Transition Report.

Yours faithfully,

/s/ Jincheng Tongda & Neal Law Firm

Jincheng Tongda & Neal Law Firm

SCHEDULE I

List of Control Agreements

- (1) Exclusive Technical Consulting and Services Agreement, dated as of March 15, 2018, among ATA Intelligent Learning (Beijing) Technology Limited and ATA Testing Authority (Beijing) Limited.
 - (2) Equity Interest Pledge Agreement, dated as of March 15, 2018, among ATA Testing Authority (Beijing) Limited and Kevin Xiaofeng Ma.
 - (3) Equity Interest Pledge Agreement, dated as of March 15, 2018, among ATA Testing Authority (Beijing) Limited and Haichang Xiong.
 - (4) Loan Agreement, dated as of March 15, 2018, between ATA Testing Authority (Beijing) Limited and Kevin Xiaofeng Ma.
 - (5) Loan Agreement, dated as of March 15, 2018, between ATA Testing Authority (Beijing) Limited and Haichang Xiong.
 - (6) Call Option and Cooperation Agreement, dated as of March 15, 2018, among ATA Testing Authority (Beijing) Limited, Kevin Xiaofeng Ma, Haichang Xiong, and ATA Intelligent Learning (Beijing) Technology Limited.
 - (7) Power of Attorney, dated as of March 15, 2018, between Kevin Xiaofeng Ma and ATA Testing Authority (Beijing) Limited.
 - (8) Power of Attorney, dated as of March 15, 2018, between Haichang Xiong and ATA Testing Authority (Beijing) Limited.
 - (9) Payment Instructions for the Loan Agreement, dated as of April 3, 2018, between Kevin Xiaofeng Ma and ATA Testing Authority (Beijing) Limited.
 - (10) Payment Instructions for the Loan Agreement, dated as of April 3, 2018, between Haichang Xiong and ATA Testing Authority (Beijing) Limited.
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