

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

ATA Inc.

(Name of Issuer)

Common Shares, \$0.01 par value per share **
American Depositary Shares

(Title of Class of Securities)

00211V106***

(CUSIP Number)

Attn: Kevin Xiaofeng Ma
1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
++86 10 6518 1122-5518

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

March 23, 2016

(Date of Event Which Requires Filing of this Statement)

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

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

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

** Not for trading, but in connection with the registration of American Depositary Shares, each representing 2 Common Shares.

*** CUSIP number of the American Depositary Shares.

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

SCHEDULE 13D

CUSIP No.	00211V106
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Kevin Xiaofeng Ma
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions)

	OO
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization People's Republic of China
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 23,571,064 Common Shares ¹
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 23,571,064 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 23,571,064 Common Shares ¹
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 51.4% ²
14	Type of Reporting Person (See Instructions) IN

¹ Includes (i) 290,000 Common Shares held by Kevin Xiaofeng Ma, (ii) 4,998,988 Common Shares held by Able Knight Development Limited ("Able Knight"), and (iii) 12,707,436 Common Shares and 2,787,320 ADSs representing 5,574,640 Common Shares held by Joingear Limited. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and 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. Kevin Xiaofeng Ma is the sole director of Able Knight. The business address of Able Knight is Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands. Joingear Limited is a British Virgin Islands company with 61.67% and 38.33% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Education Group Limited, respectively. Kevin Xiaofeng Ma and Tong Zhilei are directors of Joingear Limited. The business address of Joingear Limited is OMC Chambers, P.O. Box 3152, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

CUSIP No.	00211V106
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Able Knight Development Limited
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) N/A
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization British Virgin Islands

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,998,988 Common Shares ¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,998,988 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 10.9% ²	
14	Type of Reporting Person (See Instructions) CO	

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and 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. Kevin Xiaofeng Ma is the sole director of Able Knight. The business address of Able Knight is Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

CUSIP No.		00211V106
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Precious Time Holdings Limited	
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 4,998,988 Common Shares ¹
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 4,998,988 Common Shares ¹

11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 10.9% ²
14	Type of Reporting Person (See Instructions) CO

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and 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. The business address of Precious Time Holding Limited is 21 Collyer Quay #19-01, HSBC Building, Singapore 049320.

² Percentage calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

CUSIP No.		00211V106	
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Ma Family Trust		
2	Check the Appropriate Box if a Member of a Group*		
	(a)	<input type="checkbox"/>	
	(b)	<input checked="" type="checkbox"/>	
3	SEC Use Only		
4	Source of Funds (See Instructions) N/A		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6	Citizenship or Place of Organization Cayman Islands		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0	
	8	Shared Voting Power 4,998,988 Common Shares ¹	
	9	Sole Dispositive Power 0	
	10	Shared Dispositive Power 4,998,988 Common Shares ¹	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 4,998,988 Common Shares ¹		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		
13	Percent of Class Represented by Amount in Row (11) 10.9% ²		
14	Type of Reporting Person (See Instructions) OO		

¹ Includes 4,998,988 Common Shares held by Able Knight. Able Knight is a British Virgin Islands company wholly owned by Precious Time Holdings Limited and 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. The business address of Ma Family Trust is 21 Collyer Quay #19-01, HSBC Building, Singapore 049320.

² Percentage calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

CUSIP No. 00211V106	
1	Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Joingear Limited
2	Check the Appropriate Box if a Member of a Group* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) OO
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization British Virgin Islands
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 18,282,076 Common Shares ¹
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 18,282,076 Common Shares ¹
11	Aggregate Amount Beneficially Owned by Each Reporting Person 18,282,076 Common Shares ¹
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 39.9% ²
14	Type of Reporting Person (See Instructions) CO

¹ Includes 12,707,436 Common Shares and 2,787,320 ADSs representing 5,574,640 Common Shares. Joingear Limited is a British Virgin Islands company with 61.67% and 38.33% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Education Group Limited, respectively. Kevin Xiaofeng Ma and Tong Zhilei are directors of Joingear Limited. The business address of Joingear Limited is OMC Chambers, P.O. Box 3152, Road Town, Tortola, British Virgin Islands.

² Percentage calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

This Amendment No. 1 (this "Amendment No. 1") amends the Statement of Beneficial Ownership on Schedule 13D originally filed with the Securities and Exchange Commission (the "Commission") on November 20, 2015 (the "Schedule 13D") by the Reporting Persons with respect to common shares, par value \$0.01 per share (the "Common Shares"), and American Depositary Shares, each representing two Common Shares (the "ADS"), issued by ATA Inc. (the "Issuer"). Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Schedule 13D, unless otherwise defined herein.

Item 2. Identity and Background

Sub-items (a)-(c) of Item 2 of the Schedule 13D are hereby amended and restated in their entirety as follows:

This Schedule 13D is being filed by each of the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

- (i) Kevin Xiaofeng Ma, a citizen of People’s Republic of China,
- (ii) Able Knight Development Limited (“Able Knight”), a British Virgin Islands company,
- (iii) Precious Time Holdings Limited (“Precious Time”), a British Virgin Islands company,
- (iv) Ma Family Trust, a Cayman Islands trust, and
- (v) Joingear Limited (“Joingear”), a British Virgin Islands.

Able Knight is 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. Precious Time is a company wholly owned by Kevin Xiaofeng Ma. Ma Family Trust is 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. Joingear is a company with 61.67% and 38.33% of its issued and outstanding share capital owned by Kevin Xiaofeng Ma and ChineseAll Education Group Limited (“ChineseAll”), respectively. The business address of Kevin Xiaofeng Ma is 1/F East Gate, Building No. 2, Jian Wai Soho, No. 39 Dong San Huan Zhong Road, Chao Yang District, Beijing 100022, China.

The business address of Able Knight is Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands.

The business address of Precious Time is 21 Collyer Quay #19-01, HSBC Building, Singapore 049320.

The business address of Ma Family Trust is 21 Collyer Quay #19-01, HSBC Building, Singapore 049320.

The business address of Joingear is OMC Chambers, P.O. Box 3152, Road Town, Tortola, British Virgin Islands.

The principal business of Kevin Xiaofeng Ma is chairman of the board and chief executive officer of the Issuer.

The principal business of each of Able Knight, Precious Time and Joingear is holding equity interest in the Issuer.

With respect to each of Able Knight, Precious Time and Ma Family Trust, Kevin Xiaofeng Ma is the sole director or settlor of such Reporting Person. Kevin Xiaofeng Ma and Tong Zhilei are directors of Joingear. There are no other executive officers and directors or persons holding equivalent positions of such Reporting Person.

Item 3. Source and Amount of Funds or Other Considerations

Item 3 is hereby supplemented by adding the following at the end thereof:

On December 28, 2015, Joingear and Ho Kok Leung entered into a Share Purchase Agreement (the “HKL SPA”), pursuant to which, upon the closing, Joingear shall purchase 550,000 ADSs at a price of \$7.50 per each ADS for an aggregate purchase price of \$4,125,000. The closing of the purchase of 550,000 ADSs under the HKL SPA occurred on March 23, 2016.

On December 28, 2015, Joingear and Guo Jing entered into a Share Purchase Agreement (the “GUO SPA”), pursuant to which, upon the closing, Joingear shall purchase 418,000 ADSs at a price of \$7.50 per each ADS for an aggregate purchase price of \$3,135,000. The closing of the purchase of 418,000 ADSs under the GUO SPA occurred on March 23, 2016.

On December 28, 2015, Joingear and Chen Yulin entered into a Share Purchase Agreement (the “CHEN SPA”), pursuant to which, upon the closing, Joingear shall purchase 159,216 ADSs at a price of \$7.50 per each ADS for an aggregate purchase price of \$1,194,120. The closing of the purchase of 159,216 ADSs under the CHEN SPA occurred on March 23, 2016.

On January 4, 2016, Joingear and Capitalink Holdings Ltd entered into a Share Purchase Agreement (the “Capitalink SPA”), pursuant to which, upon the closing, Joingear shall purchase 194,225 ADSs at a price of \$7.50 per each ADS for an aggregate purchase price of \$1,456,687.50. The closing of the purchase of 194,225 ADSs under the Capitalink SPA occurred on January 21, 2016.

On January 4, 2016, Joingear and Pro-Winner Ltd entered into a Share Purchase Agreement (the “Pro-Winner SPA”), pursuant to which, upon the closing, Joingear shall purchase 190,293 ADSs at a price of \$7.50 per each ADS for an aggregate purchase price of \$1,427,197.50. The closing of the purchase of 190,293 ADSs under the Pro-Winner SPA occurred on January 21, 2016.

Pursuant to the HKL SPA, the GUO SPA, the CHEN SPA, the Capitalink SPA and the Pro-Winner SPA, Joingear purchased an aggregate of 1,511,734 ADSs from certain shareholders of the Issuer for an aggregate purchase price of \$11,338,005.00.

The source of funds used by Joingear to purchase an aggregate of 1,511,734 ADSs was (i) proceeds from a Share Subscription Agreement (as defined below) dated December 25, 2015 entered into among Kevin Xiaofeng Ma, Joingear and ChineseAll, and (ii) funds through equity contribution to Joingear by Kevin Xiaofeng Ma from his personal funds.

On December 25, 2015, Kevin Xiaofeng Ma, ChineseAll and Joingear entered into a share subscription agreement (the "Share Subscription Agreement"). The Share Subscription Agreement was intended to fund Joingear in its acquisition of securities of the Issuer from Ho Kok Leung, Guo Jing, Chen Yulin, Capitalink Holdings Ltd and Pro-Winner Ltd, as well as other holders of securities of the Issuer. Under the Share Subscription Agreement, ChineseAll subscribed 38.33% of the newly issued and outstanding share capital of Joingear at a purchase price of \$23,000,000.

The summary contained herein of the HKL SPA, the GUO SPA, the CHEN SPA, the Capitalink SPA, the Pro-Winner SPA and the Share Subscription Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the HKL SPA, the GUO SPA, the CHEN SPA, the Capitalink SPA, the Pro-Winner SPA and the Share Subscription Agreement, copies of which are filed as Exhibit H, I, J, K, L and M hereto, respectively, and which are incorporated herein by reference.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented to add the following information:

The Reporting Persons acquired securities of the Issuer for investment purposes. On December 25, 2015, Joingear entered into the Share Subscription Agreement with Kevin Xiaofeng Ma and ChineseAll. The Share Subscription Agreement was intended to fund Joingear in its acquisition of securities of the Issuer from Ho Kok Leung, Guo Jing, Chen Yulin, Capitalink Holdings Ltd and Pro-Winner Ltd, as well as other holders of securities of the Issuer.

Under the Share Subscription Agreement, if Joingear proposes to transfer any securities of the Issuer to any third party, each of Kevin Xiaofeng Ma and ChineseAll shall agree on such transfer and negotiate with each other in good faith with respect to whether Kevin Xiaofeng Ma and/or ChineseAll will subscribe for additional securities of the Issuer or Joingear.

The Reporting Persons review and intend to continue to review, on an ongoing and continuing basis, their investment in the Issuer. Depending upon the factors discussed below and subject to applicable law, the Reporting Persons may from time to time acquire additional securities of the Issuer or sell or otherwise dispose of some or all of their securities of the Issuer. Subject to applicable law, any transactions that the Reporting Persons may pursue may be made at any time and from time to time without prior notice and will depend upon a variety of factors, including, without limitation, current and anticipated future trading prices of the securities of the Issuer, the financial condition, results of operations and prospects of the Issuer, general economic, financial market and industry conditions, other investment and business opportunities available to the Reporting Persons, tax considerations and other factors.

Other than as described in this Schedule 13D, each of the Reporting Persons does not have any present plans or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be de-listed from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or (x) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a)-(b) Kevin Xiaofeng Ma may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight, Precious Time, Ma Family Trust and Joingear to vote or direct the vote of, and shared power with Able Knight, Precious Time, Ma Family Trust and Joingear to dispose or direct disposition of 23,571,064 Common Shares, representing approximately 51.4% of the total outstanding Common Shares.

Able Knight may be deemed to have (i) beneficial ownership and (ii) shared power with Precious Time, and Ma Family Trust to vote or direct the vote of, and shared power with Precious Time, and Ma Family Trust to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.9% of the total outstanding Common Shares.

Precious Time may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight, and Ma Family Trust to vote or direct the vote of, and shared power with Able Knight, and Ma Family Trust to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.9% of the total outstanding Common Shares.

Ma Family Trust may be deemed to have (i) beneficial ownership and (ii) shared power with Able Knight and Precious Time to vote or direct the vote of, and shared power with Able Knight and Precious Time to dispose or direct disposition of 4,998,988 Common Shares, representing approximately 10.9% of the total outstanding Common Shares.

Able Knight is wholly owned by Precious Time and ultimately wholly owned by HSBC International Trustee Limited as trustee of an irrevocable trust. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, Precious Time and Ma Family Trust may be deemed to be beneficially own all of the Common Shares beneficially owned by Able Knight.

Joingear may be deemed to have (i) beneficial ownership and (ii) shared power with Kevin Xiaofeng Ma and ChineseAll to vote or direct the vote of, and shared power with Kevin Xiaofeng Ma and ChineseAll to dispose or direct disposition of 12,707,436 Common Shares and 2,787,320 ADSs, representing 5,574,640 Common Shares, representing approximately 39.9% of the total outstanding Common Shares. Kevin Xiaofeng Ma may be deemed the beneficial owner of, and have shared power with ChineseAll to direct the voting and disposition of, these shares.

The foregoing percentages are calculated based on 45,854,348 outstanding Common Shares as of March 7, 2016.

(c) Except for the transactions described in this Schedule 13D, as amended by this Amendment No. 1, none of the Reporting Persons has engaged in any transactions in the securities of the Issuer during the past 60 days.

(d) Not Applicable.

(e) Not Applicable.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The descriptions in Item 4 herein of the Amendment No. 1 are incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following exhibits:

- Exhibit H Share Purchase Agreement, dated as of December 28, 2015 by and between Joingear and Ho Kok Leung
- Exhibit I Share Purchase Agreement, dated as of December 28, 2015 by and between Joingear and Guo Jing
- Exhibit J Share Purchase Agreement, dated as of December 28, 2015 by and between Joingear and Chen Yulin
- Exhibit K Share Purchase Agreement, dated as of January 4, 2016 by and between Joingear and Capitalink Holdings Ltd
- Exhibit L Share Purchase Agreement, dated as of January 4, 2016 by and between Joingear and Pro-Winner Ltd
- Exhibit M Share Subscription Agreement, dated as of December 25, 2015 by and among Kevin Xiaofeng Ma, ChineseAll and Joingear

Signature

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

Date: March 23, 2016

Kevin Xiaofeng Ma

By: /s/ Kevin Xiaofeng Ma

Able Knight Development Limited

By: /s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma

Title: Director

Precious Time Holdings Limited

By: /s/ Jamie Yu & Agatha Chee

Name: Jamie Yu & Agatha Chee

Title: Authorized Signatories

Ma Family Trust

By: /s/ Jamie Yu & Agatha Chee

Name: Jamie Yu & Agatha Chee

Title: Authorized Signatories

Joingear Limited

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Director

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the “**Agreement**”), dated as of December 28, 2015, by and between Ho Kok Leung (□□□, “**HKL**”), HKID Number: D327109(A) (“**Seller**”), and Joingear Limited, a limited liability company organized under the laws of the British Virgin Islands (“**Purchaser**”).

WHEREAS, Seller currently holds an equity interest in ATA Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”) in the form of American Depositary Shares (each representing two common shares, par value US\$0.01 per share) (“**ADSs**”).

WHEREAS, Purchaser seeks to purchase from Seller, and Seller seeks to sell to Purchaser, 550,000 ADSs (the “**Purchased ADSs**”) held as the date hereof by Seller in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

ARTICLE I
PURCHASE AND SALE OF THE PURCHASED SHARES

1.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, the Purchased ADSs and any and all rights and benefits incident to the ownership thereof (including, without limitation, accrued and unpaid dividends thereon) at a price of \$7.50 per each Purchased ADS for an aggregate purchase price of \$4,125,000 (the “**Purchase Price**”) for the Purchased ADSs, free and clear of all Encumbrances (as defined below).

1.2 The Closing.

The closing of the sale and purchase of the Purchased ADSs (the “**Closing**”) shall take place at the offices of O’Melveny & Myers LLP, Yin Tai Centre, Office Tower, 37th Floor, No. 2 Jianguomenwai Ave., Chao Yang District, Beijing 100022, PRC at 10:00 a.m. local time on the Closing Date. For the purposes of this Agreement, “**Closing Date**” is December 31, 2015 unless another date is agreed to in writing by the parties; provided, that, if the conditions set forth in ARTICLE IV below have not been satisfied or waived at such time (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time)), then the Closing Date shall be the date that is two (2) Business Days (or a shorter period as agreed to in writing by the parties) after the conditions set forth in ARTICLE IV below have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time). At the Closing, Purchaser and Seller shall make certain deliveries, as specified in Section 1.3, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

1.3 Payment and Deliveries at Closing

(a) At the Closing, Purchaser shall pay the Purchase Price to Seller by electronic bank transfer of immediately available funds to the bank account which Seller has designated in writing to Purchaser reasonably in advance of the Closing Date.

(b) At the Closing, Seller shall deliver to Purchaser evidence of the irrevocable instructions to Seller’s agent or other account representative to credit the Purchased ADSs to Purchaser’s balance account (which shall be with an agent or other account representative which is a participant with The Depository Trust Company (“**DTC**”) in accordance with the written settlement instructions delivered by Purchaser to Seller prior to the Closing Date and the applicable procedures of DTC.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that each of the statements set out in Article II is now and will at Closing be true and accurate.

2.1 Organization

Seller is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

2.2 Title to Purchased ADSs.

Seller is the sole and exclusive record and beneficial owner of the Purchased ADSs and owns such Purchased ADSs free from all taxes, liens, claims, encumbrances, mortgage, charges, security interests, pledges, hypothecation, title defect, escrows, lock-up arrangements, right of preemption, put or call right, adverse claim of ownership and restrictions on transfer (except for restrictions or limitations on transfer imposed by applicable United States federal or state securities laws) (“**Encumbrances**”). Seller has good and valid title to the Purchased ADSs. Other than this Agreement, there are no outstanding rights, options, subscriptions or other agreements or commitments (oral or written) by which Seller is bound relating to its sale or transfer of the Purchased ADSs, and, other than this Agreement, the Purchased ADSs are not subject to any other purchase agreement, buy/sell agreement, proxy, voting agreement, voting trust agreement, right of first refusal, redemption or any other similar agreement or lock-up or other restriction on their transfer or sale or on the ability of Purchaser to sell or transfer the Purchased ADSs. Delivery to Purchaser of the Purchased ADSs in the manner provided in Section 1.3(b) will (i) pass good and marketable title to the Purchased ADSs to Purchaser, free and clear of all Encumbrances, and (ii) convey, free and clear of all Encumbrances, any and all rights and benefits incident to the ownership of such Purchased ADSs.

2.3 Authority.

Seller has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to sell and transfer the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

2.4 Accredited Investor Status.

Seller is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”).

2.5 Noncontravention.

The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations hereunder.

2.6 Consents.

No consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any person (governmental or private) is required in connection with the execution, delivery and performance by any Seller of this Agreement or the consummation by any Seller of the transactions contemplated hereby.

2.7 Seller Status.

Seller (a) is a sophisticated person with respect to the sale of the Purchased ADSs to be sold by it hereunder; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased ADSs to be sold by it hereunder; and (c) has independently and without reliance upon Purchaser, and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Seller has relied upon Purchaser’s express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Seller acknowledges that Purchaser has not given Seller any investment advice, credit information or opinion on whether the sale of the Purchased ADSs is prudent.

2.8 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency or self-regulatory organization or body pending or, to Seller’s knowledge, threatened, of any nature against Seller or any director or officer of Seller (in their capacity as directors and officers of Seller), which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Seller’s ability to perform its obligations hereunder, or that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

2.9 No Brokers.

Seller has not taken any action that would give rise to any claim by any person for brokerage commissions, finder’s fees or similar payments relating to this Agreement or the transactions contemplated hereby.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants with respect to only itself to Seller as of the date hereof that each of the statements set out in Article III is now and will at Closing be true and accurate.

3.1 Organization

Purchaser is company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

3.2 Authority.

Purchaser has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to purchase the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Purchaser, and this Agreement constitutes the legal, valid and binding obligation of such Purchaser and enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.3 Accredited Investor Status.

Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

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3.4 Noncontravention.

The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

3.5 Purchaser Status.

The Purchaser is not a "U.S. person" within the meaning of Regulation S under the Securities Act. Purchaser (a) is a sophisticated person with respect to the purchase of the Purchased ADSs; (b) has had the opportunity to ask questions of and receive answers from representatives of Seller, the Company and each of their respective officers, directors, employees and agents concerning the Company in order for Purchaser to make an informed decision with respect to its investment in the Purchased ADSs; (c) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased ADSs; (d) is able to bear the economic risk associated with the purchase of the Purchased ADSs, has such knowledge and experience, and has undertaken transactions regarding investments of similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Purchased ADSs; and (e) has independently and without reliance upon Seller, and based on such information as such Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has relied upon Seller's express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Purchaser acknowledges that Seller has not given Purchaser any investment advice, credit information or opinion on whether the purchase of the Purchased ADSs is prudent. Purchaser acknowledges and agrees that the Purchased ADSs have not been registered for sale or resale under the Securities Act and are being transferred under this Agreement pursuant to an exemption from the registration requirements of the Securities Act. Purchaser is acquiring the Purchased ADSs for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. Purchaser is acquiring the Purchased ADSs hereunder in the ordinary course of its business. Purchaser does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Purchased ADSs.

3.6 No Brokers.

Purchaser has not taken any action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

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3.7 Sufficient Funds.

Purchaser shall have on the Closing Date sufficient funds on hand to pay in full the Purchase Price.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Conditions to Seller's Obligation to Sell.

The obligation of Seller to sell the Purchased ADSs to Purchaser on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion by providing Purchaser with prior written notice thereof:

(a) Purchaser shall have executed and delivered this Agreement to Seller.

(b) Contemporaneously with the Closing, Purchaser shall have delivered the Purchase Price by wire transfer of immediately available funds pursuant to the written wire instructions provided by Seller.

(c) All of the representations and warranties of Purchaser in ARTICLE III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by each Purchaser at or prior to the Closing Date.

4.2 Conditions to the Purchaser's Obligation to Purchase.

The obligation of Purchaser to purchase the Purchased ADSs on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing Seller with prior written notice thereof:

(a) Seller shall have executed and delivered this Agreement to the Purchaser.

(b) All of the representations and warranties of Seller in ARTICLE II shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date; *provided, however*, that each representation or warranty made by Seller in Section 2.1, Section 2.2, Section 2.3 and Section 2.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Seller at or prior to the Closing Date.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fees.

Each Seller and Purchaser shall pay all of their own respective legal fees and costs and expenses, and to pay any and all of their own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby. It shall be the sole responsibility of each of Seller and Purchaser to make any of its own required tax filings and to pay any and all of its own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

5.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH

5.3 Indemnification.

In consideration of Purchaser's execution and delivery of this Agreement and acquiring the Purchased ADSs thereunder and in addition to all of Seller's other obligations under this Agreement, Seller shall, severally but not jointly, defend, protect, indemnify and hold harmless Purchaser and its shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Purchaser Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Purchaser Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Purchaser Indemnified Liabilities**"), incurred by any Purchaser Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by Seller in this Agreement, or (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement. To the extent that the foregoing undertaking by Seller may be unenforceable for any reason, Seller shall make the maximum contribution to the payment and satisfaction of the Purchaser Indemnified Liabilities that is permissible under applicable law. Notwithstanding any provision of this Section 5.3 to the contrary, Seller shall not have any liability under this Agreement for amount in excess of those amount actually received by it hereunder or for any consequential, exemplary, special, incidental or punitive damages of any kind whatsoever.

5.4 Securities Laws; Legends.

Purchaser acknowledges and agrees that as of the date hereof Purchased ADSs have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Purchaser acknowledges that it has no right to require the Company to register Purchased ADSs.

5.5 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.6 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

5.7 Entire Agreement; Amendments.

This Agreement supersedes all other prior oral or written agreements among Purchaser and Seller, their affiliates and persons acting on their behalf solely with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties solely with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither any Seller nor Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by Seller and Purchaser. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

5.8 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by electronic mail; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to Ho Kok Leung (□□□), to

[
]

If to Purchaser, to

Address: 1/F, East Gate, Building No.2, Jianwai SOHO, No.39, Dongsanhuanzhong Rd. Chaoyang District, Beijing, PRC
Facsimile: +86 10 5869 8106
Attention: Mr. Kevin Xiaofeng Ma

or to such other address, facsimile number or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e-mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

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5.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto.

5.10 No Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.11 Survival.

Unless this Agreement is terminated by mutual consent of each Seller and Purchaser, the representations and warranties of each Seller and Purchaser contained in Articles II and III, respectively, shall survive the Closing Date and the delivery, in whole or in part, of the Purchased ADSs.

5.12 Termination.

In the event that the Closing shall not have occurred on or before thirty (30) business days from the date hereof due to any Seller's or Purchaser's failure to satisfy the conditions set forth in ARTICLE IV (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. In the event of termination of this Agreement as provided in this Section 5.12, this Agreement (other than for Section 5.1 and this Section 5.12, which shall survive such termination), shall forthwith become void and there shall be no liability hereunder in respect of any of the parties, or their respective officers, directors, managers, members or shareholders, except that nothing herein shall relieve any party from liability for any willful and material breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty, covenant or agreement contained herein. Notwithstanding anything to the contrary herein, if Purchaser fails to pay the Purchase Price at the Closing Date after using commercially reasonable efforts to obtain funding prior to the Closing Date, this Agreement shall be terminated automatically, and Purchaser shall not be liable to Seller for any damages or losses resulting from such failure.

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5.13 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.14 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars. All amounts owing under this Agreement shall be paid in United States dollars.

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EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

SELLER:

HO KOK LEUNG

By: /s/ Ho Kok Leung

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

PURCHASER:

JOINGEAR LIMITED

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Authorized Signatory

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the “**Agreement**”), dated as of December 28, 2015, by and between Guo Jing (□□, “**GUO**”), PRC ID Number: 110102196104301950 (“**Seller**”), and Joingear Limited, a limited liability company organized under the laws of the British Virgin Islands (“**Purchaser**”).

WHEREAS, Seller currently holds an equity interest in ATA Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”) in the form of American Depositary Shares (each representing two common shares, par value US\$0.01 per share) (“**ADSs**”).

WHEREAS, Purchaser seeks to purchase from Seller, and Seller seeks to sell to Purchaser, 418,000 ADSs (the “**Purchased ADSs**”) held as the date hereof by Seller in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

ARTICLE I
PURCHASE AND SALE OF THE PURCHASED SHARES

1.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, the Purchased ADSs and any and all rights and benefits incident to the ownership thereof (including, without limitation, accrued and unpaid dividends thereon) at a price of \$7.50 per each Purchased ADS for an aggregate purchase price of \$3,135,000 (the “**Purchase Price**”) for the Purchased ADSs, free and clear of all Encumbrances (as defined below).

1.2 The Closing.

The closing of the sale and purchase of the Purchased ADSs (the “**Closing**”) shall take place at the offices of O’Melveny & Myers LLP, Yin Tai Centre, Office Tower, 37th Floor, No. 2 Jianguomenwai Ave., Chao Yang District, Beijing 100022, PRC at 10:00 a.m. local time on the Closing Date. For the purposes of this Agreement, “**Closing Date**” is December 31, 2015 unless another date is agreed to in writing by the parties; provided, that, if the conditions set forth in ARTICLE IV below have not been satisfied or waived at such time (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time)), then the Closing Date shall be the date that is two (2) Business Days (or a shorter period as agreed to in writing by the parties) after the conditions set forth in ARTICLE IV below have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time). At the Closing, Purchaser and Seller shall make certain deliveries, as specified in Section 1.3, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

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1.3 Payment and Deliveries at Closing

(a) At the Closing, Purchaser shall pay the Purchase Price to Seller by electronic bank transfer of immediately available funds to the bank account which Seller has designated in writing to Purchaser reasonably in advance of the Closing Date.

(b) At the Closing, Seller shall deliver to Purchaser evidence of the irrevocable instructions to Seller’s agent or other account representative to credit the Purchased ADSs to Purchaser’s balance account (which shall be with an agent or other account representative which is a participant with The Depository Trust Company (“**DTC**”) in accordance with the written settlement instructions delivered by Purchaser to Seller prior to the Closing Date and the applicable procedures of DTC.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that each of the statements set out in Article II is now and will at Closing be true and accurate.

2.1 Organization

Seller is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

2.2 Title to Purchased ADSs.

Seller is the sole and exclusive record and beneficial owner of the Purchased ADSs and owns such Purchased ADSs free

from all taxes, liens, claims, encumbrances, mortgage, charges, security interests, pledges, hypothecation, title defect, escrows, lock-up arrangements, right of preemption, put or call right, adverse claim of ownership and restrictions on transfer (except for restrictions or limitations on transfer imposed by applicable United States federal or state securities laws) (“**Encumbrances**”). Seller has good and valid title to the Purchased ADSs. Other than this Agreement, there are no outstanding rights, options, subscriptions or other agreements or commitments (oral or written) by which Seller is bound relating to its sale or transfer of the Purchased ADSs, and, other than this Agreement, the Purchased ADSs are not subject to any other purchase agreement, buy/sell agreement, proxy, voting agreement, voting trust agreement, right of first refusal, redemption or any other similar agreement or lock-up or other restriction on their transfer or sale or on the ability of Purchaser to sell or transfer the Purchased ADSs. Delivery to Purchaser of the Purchased ADSs in the manner provided in Section 1.3(b) will (i) pass good and marketable title to the Purchased ADSs to Purchaser, free and clear of all Encumbrances, and (ii) convey, free and clear of all Encumbrances, any and all rights and benefits incident to the ownership of such Purchased ADSs.

2.3 Authority.

Seller has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to sell and transfer the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

2.4 Accredited Investor Status.

Seller is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”).

2.5 Noncontravention.

The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations hereunder.

2.6 Consents.

No consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any person (governmental or private) is required in connection with the execution, delivery and performance by any Seller of this Agreement or the consummation by any Seller of the transactions contemplated hereby.

2.7 Seller Status.

Seller (a) is a sophisticated person with respect to the sale of the Purchased ADSs to be sold by it hereunder; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased ADSs to be sold by it hereunder; and (c) has independently and without reliance upon Purchaser, and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Seller has relied upon Purchaser’s express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Seller acknowledges that Purchaser has not given Seller any investment advice, credit information or opinion on whether the sale of the Purchased ADSs is prudent.

2.8 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency or self-regulatory organization or body pending or, to Seller’s knowledge, threatened, of any nature against Seller or any director or officer of Seller (in their capacity as directors and officers of Seller), which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Seller’s ability to perform its obligations hereunder, or that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

2.9 No Brokers.

Seller has not taken any action that would give rise to any claim by any person for brokerage commissions, finder’s fees or similar payments relating to this Agreement or the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants with respect to only itself to Seller as of the date hereof that each of the statements set out in Article III is now and will at Closing be true and accurate.

3.1 Organization

Purchaser is company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

3.2 Authority.

Purchaser has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to purchase the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Purchaser, and this Agreement constitutes the legal, valid and binding obligation of such Purchaser and enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.3 Accredited Investor Status.

Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

4

3.4 Noncontravention.

The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

3.5 Purchaser Status.

The Purchaser is not a "U.S. person" within the meaning of Regulation S under the Securities Act. Purchaser (a) is a sophisticated person with respect to the purchase of the Purchased ADSs; (b) has had the opportunity to ask questions of and receive answers from representatives of Seller, the Company and each of their respective officers, directors, employees and agents concerning the Company in order for Purchaser to make an informed decision with respect to its investment in the Purchased ADSs; (c) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased ADSs; (d) is able to bear the economic risk associated with the purchase of the Purchased ADSs, has such knowledge and experience, and has undertaken transactions regarding investments of similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Purchased ADSs; and (e) has independently and without reliance upon Seller, and based on such information as such Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has relied upon Seller's express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Purchaser acknowledges that Seller has not given Purchaser any investment advice, credit information or opinion on whether the purchase of the Purchased ADSs is prudent. Purchaser acknowledges and agrees that the Purchased ADSs have not been registered for sale or resale under the Securities Act and are being transferred under this Agreement pursuant to an exemption from the registration requirements of the Securities Act. Purchaser is acquiring the Purchased ADSs for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. Purchaser is acquiring the Purchased ADSs hereunder in the ordinary course of its business. Purchaser does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Purchased ADSs.

3.6 No Brokers.

Purchaser has not taken any action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

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3.7 Sufficient Funds.

Purchaser shall have on the Closing Date sufficient funds on hand to pay in full the Purchase Price.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Conditions to Seller's Obligation to Sell.

The obligation of Seller to sell the Purchased ADSs to Purchaser on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion by providing Purchaser with prior written notice thereof:

(a) Purchaser shall have executed and delivered this Agreement to Seller.

(b) Contemporaneously with the Closing, Purchaser shall have delivered the Purchase Price by wire transfer of immediately available funds pursuant to the written wire instructions provided by Seller.

(c) All of the representations and warranties of Purchaser in ARTICLE III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by each Purchaser at or prior to the Closing Date.

4.2 Conditions to the Purchaser's Obligation to Purchase.

The obligation of Purchaser to purchase the Purchased ADSs on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing Seller with prior written notice thereof:

(a) Seller shall have executed and delivered this Agreement to the Purchaser.

(b) All of the representations and warranties of Seller in ARTICLE II shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date; *provided, however*, that each representation or warranty made by Seller in Section 2.1, Section 2.2, Section 2.3 and Section 2.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Seller at or prior to the Closing Date.

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ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fees.

Each Seller and Purchaser shall pay all of their own respective legal fees and costs and expenses, and to pay any and all of their own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby. It shall be the sole responsibility of each of Seller and Purchaser to make any of its own required tax filings and to pay any and all of its own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

5.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.3 Indemnification.

In consideration of Purchaser's execution and delivery of this Agreement and acquiring the Purchased ADSs thereunder and in addition to all of Seller's other obligations under this Agreement, Seller shall, severally but not jointly, defend, protect, indemnify and hold harmless Purchaser and its shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Purchaser Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Purchaser Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Purchaser Indemnified Liabilities**"), incurred by any Purchaser Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by Seller in this Agreement, or (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement. To the extent that the foregoing undertaking by Seller may be unenforceable for any reason, Seller shall make the maximum contribution to the payment and satisfaction of the Purchaser Indemnified Liabilities that is permissible under applicable law. Notwithstanding any provision of this Section 5.3 to the contrary, Seller shall not have any liability under this Agreement for amount in excess of those amount actually received by it hereunder or for any consequential, exemplary, special, incidental or punitive damages of any kind whatsoever.

5.4 Securities Laws; Legends.

Purchaser acknowledges and agrees that as of the date hereof Purchased ADSs have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Purchaser acknowledges that it has no right to require the Company to register Purchased ADSs.

5.5 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.6 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

5.7 Entire Agreement; Amendments.

This Agreement supersedes all other prior oral or written agreements among Purchaser and Seller, their affiliates and persons acting on their behalf solely with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties solely with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither any Seller nor Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by Seller and Purchaser. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

5.8 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by electronic mail; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to Guo Jing (□□), to

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If to Purchaser, to

Address: 1/F, East Gate, Building No.2, Jianwai SOHO, No.39, Dongsanhuanzhong Rd. Chaoyang District, Beijing, PRC
Facsimile: +86 10 5869 8106
Attention: Mr. Kevin Xiaofeng Ma

or to such other address, facsimile number or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e-mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

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5.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto.

5.10 No Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.11 Survival.

Unless this Agreement is terminated by mutual consent of each Seller and Purchaser, the representations and warranties of each Seller and Purchaser contained in Articles II and III, respectively, shall survive the Closing Date and the delivery, in whole or in part, of the Purchased ADSs.

5.12 Termination.

In the event that the Closing shall not have occurred on or before thirty (30) business days from the date hereof due to any Seller's or Purchaser's failure to satisfy the conditions set forth in ARTICLE IV (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. In the event of termination of this Agreement as provided in this Section 5.12, this Agreement (other than for Section 5.1 and this Section 5.12, which shall survive such termination), shall forthwith become void and there shall be no liability hereunder in respect of any of the parties, or their respective officers, directors, managers, members or shareholders, except that nothing herein shall relieve any party from liability for any willful and material breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty, covenant or agreement contained herein. Notwithstanding anything to the contrary herein, if Purchaser fails to pay the Purchase Price at the Closing Date after using commercially reasonable efforts to obtain funding prior to the Closing Date, this Agreement shall be terminated automatically, and Purchaser shall not be liable to Seller for any damages or losses resulting from such failure.

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5.13 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.14 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars. All amounts owing under this Agreement shall be paid in United States dollars.

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EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

SELLER:

GUO JING

By: /s/ Guo Jing

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

PURCHASER:

JOINGEAR LIMITED

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Authorized Signatory

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the “**Agreement**”), dated as of December 28, 2015, by and between Chen Yulin (□□□, “**CHEN**”), PRC ID Number: 14020319831231762X (“**Seller**”), and Joingear Limited, a limited liability company organized under the laws of the British Virgin Islands (“**Purchaser**”).

WHEREAS, Seller currently holds an equity interest in ATA Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”) in the form of American Depositary Shares (each representing two common shares, par value US\$0.01 per share) (“**ADSs**”).

WHEREAS, Purchaser seeks to purchase from Seller, and Seller seeks to sell to Purchaser, 159,216 ADSs (the “**Purchased ADSs**”) held as the date hereof by Seller in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

ARTICLE I
PURCHASE AND SALE OF THE PURCHASED SHARES

1.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, the Purchased ADSs and any and all rights and benefits incident to the ownership thereof (including, without limitation, accrued and unpaid dividends thereon) at a price of \$7.50 per each Purchased ADS for an aggregate purchase price of \$1,194,120 (the “**Purchase Price**”) for the Purchased ADSs, free and clear of all Encumbrances (as defined below).

1.2 The Closing.

The closing of the sale and purchase of the Purchased ADSs (the “**Closing**”) shall take place at the offices of O’Melveny & Myers LLP, Yin Tai Centre, Office Tower, 37th Floor, No. 2 Jianguomenwai Ave., Chao Yang District, Beijing 100022, PRC at 10:00 a.m. local time on the Closing Date. For the purposes of this Agreement, “**Closing Date**” is December 31, 2015 unless another date is agreed to in writing by the parties; provided, that, if the conditions set forth in ARTICLE IV below have not been satisfied or waived at such time (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time)), then the Closing Date shall be the date that is two (2) Business Days (or a shorter period as agreed to in writing by the parties) after the conditions set forth in ARTICLE IV below have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time). At the Closing, Purchaser and Seller shall make certain deliveries, as specified in Section 1.3, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

1.3 Payment and Deliveries at Closing

(a) At the Closing, Purchaser shall pay the Purchase Price to Seller by electronic bank transfer of immediately available funds to the bank account which Seller has designated in writing to Purchaser reasonably in advance of the Closing Date.

(b) At the Closing, Seller shall deliver to Purchaser evidence of the irrevocable instructions to Seller’s agent or other account representative to credit the Purchased ADSs to Purchaser’s balance account (which shall be with an agent or other account representative which is a participant with The Depository Trust Company (“**DTC**”) in accordance with the written settlement instructions delivered by Purchaser to Seller prior to the Closing Date and the applicable procedures of DTC.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that each of the statements set out in Article II is now and will at Closing be true and accurate.

2.1 Organization

Seller is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

2.2 Title to Purchased ADSs.

Seller is the sole and exclusive record and beneficial owner of the Purchased ADSs and owns such Purchased ADSs free

from all taxes, liens, claims, encumbrances, mortgage, charges, security interests, pledges, hypothecation, title defect, escrows, lock-up arrangements, right of preemption, put or call right, adverse claim of ownership and restrictions on transfer (except for restrictions or limitations on transfer imposed by applicable United States federal or state securities laws) (“**Encumbrances**”). Seller has good and valid title to the Purchased ADSs. Other than this Agreement, there are no outstanding rights, options, subscriptions or other agreements or commitments (oral or written) by which Seller is bound relating to its sale or transfer of the Purchased ADSs, and, other than this Agreement, the Purchased ADSs are not subject to any other purchase agreement, buy/sell agreement, proxy, voting agreement, voting trust agreement, right of first refusal, redemption or any other similar agreement or lock-up or other restriction on their transfer or sale or on the ability of Purchaser to sell or transfer the Purchased ADSs. Delivery to Purchaser of the Purchased ADSs in the manner provided in Section 1.3(b) will (i) pass good and marketable title to the Purchased ADSs to Purchaser, free and clear of all Encumbrances, and (ii) convey, free and clear of all Encumbrances, any and all rights and benefits incident to the ownership of such Purchased ADSs.

2.3 Authority.

Seller has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to sell and transfer the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

2.4 Accredited Investor Status.

Seller is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”).

2.5 Noncontravention.

The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations hereunder.

2.6 Consents.

No consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any person (governmental or private) is required in connection with the execution, delivery and performance by any Seller of this Agreement or the consummation by any Seller of the transactions contemplated hereby.

2.7 Seller Status.

Seller (a) is a sophisticated person with respect to the sale of the Purchased ADSs to be sold by it hereunder; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased ADSs to be sold by it hereunder; and (c) has independently and without reliance upon Purchaser, and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Seller has relied upon Purchaser’s express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Seller acknowledges that Purchaser has not given Seller any investment advice, credit information or opinion on whether the sale of the Purchased ADSs is prudent.

2.8 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency or self-regulatory organization or body pending or, to Seller’s knowledge, threatened, of any nature against Seller or any director or officer of Seller (in their capacity as directors and officers of Seller), which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Seller’s ability to perform its obligations hereunder, or that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

2.9 No Brokers.

Seller has not taken any action that would give rise to any claim by any person for brokerage commissions, finder’s fees or similar payments relating to this Agreement or the transactions contemplated hereby.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants with respect to only itself to Seller as of the date hereof that each of the statements set out in Article III is now and will at Closing be true and accurate.

3.1 Organization

Purchaser is company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

3.2 Authority.

Purchaser has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to purchase the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Purchaser, and this Agreement constitutes the legal, valid and binding obligation of such Purchaser and enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.3 Accredited Investor Status.

Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

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The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

3.5 Purchaser Status.

The Purchaser is not a "U.S. person" within the meaning of Regulation S under the Securities Act. Purchaser (a) is a sophisticated person with respect to the purchase of the Purchased ADSs; (b) has had the opportunity to ask questions of and receive answers from representatives of Seller, the Company and each of their respective officers, directors, employees and agents concerning the Company in order for Purchaser to make an informed decision with respect to its investment in the Purchased ADSs; (c) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased ADSs; (d) is able to bear the economic risk associated with the purchase of the Purchased ADSs, has such knowledge and experience, and has undertaken transactions regarding investments of similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Purchased ADSs; and (e) has independently and without reliance upon Seller, and based on such information as such Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has relied upon Seller's express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Purchaser acknowledges that Seller has not given Purchaser any investment advice, credit information or opinion on whether the purchase of the Purchased ADSs is prudent. Purchaser acknowledges and agrees that the Purchased ADSs have not been registered for sale or resale under the Securities Act and are being transferred under this Agreement pursuant to an exemption from the registration requirements of the Securities Act. Purchaser is acquiring the Purchased ADSs for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. Purchaser is acquiring the Purchased ADSs hereunder in the ordinary course of its business. Purchaser does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Purchased ADSs.

3.6 No Brokers.

Purchaser has not taken any action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

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3.7 Sufficient Funds.

Purchaser shall have on the Closing Date sufficient funds on hand to pay in full the Purchase Price.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Conditions to Seller's Obligation to Sell.

The obligation of Seller to sell the Purchased ADSs to Purchaser on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion by providing Purchaser with prior written notice thereof:

(a) Purchaser shall have executed and delivered this Agreement to Seller.

(b) Contemporaneously with the Closing, Purchaser shall have delivered the Purchase Price by wire transfer of immediately available funds pursuant to the written wire instructions provided by Seller.

(c) All of the representations and warranties of Purchaser in ARTICLE III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by each Purchaser at or prior to the Closing Date.

4.2 Conditions to the Purchaser's Obligation to Purchase.

The obligation of Purchaser to purchase the Purchased ADSs on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing Seller with prior written notice thereof:

(a) Seller shall have executed and delivered this Agreement to the Purchaser.

(b) All of the representations and warranties of Seller in ARTICLE II shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date; *provided, however*, that each representation or warranty made by Seller in Section 2.1, Section 2.2, Section 2.3 and Section 2.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Seller at or prior to the Closing Date.

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ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fees.

Each Seller and Purchaser shall pay all of their own respective legal fees and costs and expenses, and to pay any and all of their own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby. It shall be the sole responsibility of each of Seller and Purchaser to make any of its own required tax filings and to pay any and all of its own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

5.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.3 Indemnification.

In consideration of Purchaser's execution and delivery of this Agreement and acquiring the Purchased ADSs thereunder and in addition to all of Seller's other obligations under this Agreement, Seller shall, severally but not jointly, defend, protect, indemnify and hold harmless Purchaser and its shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Purchaser Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Purchaser Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Purchaser Indemnified Liabilities**"), incurred by any Purchaser Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by Seller in this Agreement, or (b) any breach of any covenant, agreement or obligation of Seller contained in this Agreement. To the extent that the foregoing undertaking by Seller may be unenforceable for any reason, Seller shall make the maximum contribution to the payment and satisfaction of the Purchaser Indemnified Liabilities that is permissible under applicable law. Notwithstanding any provision of this Section 5.3 to the contrary, Seller shall not have any liability under this Agreement for amount in excess of those amount actually received by it hereunder or for any consequential, exemplary, special, incidental or punitive damages of any kind whatsoever.

5.4 Securities Laws; Legends.

Purchaser acknowledges and agrees that as of the date hereof Purchased ADSs have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Purchaser acknowledges that it has no right to require the Company to register Purchased ADSs.

5.5 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.6 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

5.7 Entire Agreement; Amendments.

This Agreement supersedes all other prior oral or written agreements among Purchaser and Seller, their affiliates and persons acting on their behalf solely with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties solely with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither any Seller nor Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by Seller and Purchaser. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

5.8 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by electronic mail; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to Chen Yulin (□□□), to

[

]

If to Purchaser, to

Address: 1/F, East Gate, Building No.2, Jianwai SOHO, No.39, Dongsanhuanzhong Rd. Chaoyang District, Beijing, PRC
Facsimile: +86 10 5869 8106
Attention: Mr. Kevin Xiaofeng Ma

or to such other address, facsimile number or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e-mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

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5.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto.

5.10 No Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.11 Survival.

Unless this Agreement is terminated by mutual consent of each Seller and Purchaser, the representations and warranties of each Seller and Purchaser contained in Articles II and III, respectively, shall survive the Closing Date and the delivery, in whole or in part, of the Purchased ADSs.

5.12 Termination.

In the event that the Closing shall not have occurred on or before thirty (30) business days from the date hereof due to any Seller's or Purchaser's failure to satisfy the conditions set forth in ARTICLE IV (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. In the event of termination of this Agreement as provided in this Section 5.12, this Agreement (other than for Section 5.1 and this Section 5.12, which shall survive such termination), shall forthwith become void and there shall be no liability hereunder in respect of any of the parties, or their respective officers, directors, managers, members or shareholders, except that nothing herein shall relieve any party from liability for any willful and material breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty, covenant or agreement contained herein. Notwithstanding anything to the contrary herein, if Purchaser fails to pay the Purchase Price at the Closing Date after using commercially reasonable efforts to obtain funding prior to the Closing Date, this Agreement shall be terminated automatically, and Purchaser shall not be liable to Seller for any damages or losses resulting from such failure.

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5.13 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.14 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars. All amounts owing under this Agreement shall be paid in United States dollars.

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EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

SELLER:

CHEN YULIN

By: /s/ Chen Yulin

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

PURCHASER:

JOINGEAR LIMITED

By: /s/ Kevin Xiaofeng Ma

Name: Kevin Xiaofeng Ma

Title: Authorized Signatory

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the “**Agreement**”), dated as of January 4, 2016, by and between Capitalink Holdings Ltd, a Limited liability company organized under the laws of the British Virgin Islands (“**Seller**”), and Joingear Limited, a Limited liability company organized under the laws of the British Virgin Islands (“**Purchaser**”).

WHEREAS, Seller currently holds an equity interest in ATA Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”) in the form of American Depositary Shares (each representing two common shares, par value US\$0.01 per share) (“**ADSs**”).

WHEREAS, Purchaser seek to purchase from Seller, and Seller seeks to sell to Purchaser, 194,225 ADSs (the “**Purchased ADSs**”) held as the date hereof by such Seller in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

**ARTICLE I
PURCHASE AND SALE OF THE PURCHASED SHARES**

1.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, the Purchased ADSs and any and all rights and benefits incident to the ownership thereof (including, without limitation, accrued and unpaid dividends thereon) at a price of \$7.50 per each Purchased ADS for an aggregate purchase price of \$1,456,687.50 (the “**Purchase Price**”) for the Purchased ADSs, free and clear of all Encumbrances (as defined below).

1.2 The Closing.

The closing of the sale and purchase of the Purchased ADSs (the “**Closing**”) shall take place at the offices of O’Melveny & Myers LLP, Yin Tai Centre, Office Tower, 37th Floor, No. 2 Jianguomenwai Ave., Chao Yang District, Beijing 100022, PRC at 10:00 a.m. local time on the Closing Date. For the purposes of this Agreement, “**Closing Date**” is January 21, 2016 unless another date is agreed to in writing by the parties; provided, that, if the conditions set forth in ARTICLE IV below have not been satisfied or waived at such time (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time)), then the Closing Date shall be the date that is two (2) Business Days (or a shorter period as agreed to in writing by the parties) after the conditions set forth in ARTICLE IV below have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time). At the Closing, Purchaser and Seller shall make certain deliveries, as specified in Section 1.3, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

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1.3 Payment and Deliveries at Closing

(a) At the Closing, Purchaser shall pay to Seller the Purchase Price by electronic bank transfer of immediately available funds to the bank account which Seller has designated in writing to Purchaser reasonably in advance of the Closing Date.

(b) At the Closing, Seller shall deliver to Purchaser:

(i) evidence of the irrevocable instructions to Seller’s agent or other account representative to credit the Purchased ADSs to Purchaser’s balance account (which shall be with an agent or other account representative which is a participant with The Depository Trust Company (“**DTC**”) in accordance with the written settlement instructions delivered by Purchaser to such Seller prior to the Closing Date and the applicable procedures of DTC.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that each of the statements set out in Article II is now and will at Closing be true and accurate.

2.1 Organization

Seller is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

2.2 Title to Purchased ADSs.

Seller is the sole and exclusive record and beneficial owner of the Purchased ADSs and owns such Purchased ADSs free from all taxes, liens, claims, encumbrances, mortgage, charges, security interests, pledges, hypothecation, title defect, escrows, lock-up arrangements, right of preemption, put or call right, adverse claim of ownership and restrictions on transfer (except for restrictions or limitations on transfer imposed by applicable United States federal or state securities laws) (“**Encumbrances**”). Seller has good and valid title to the Purchased ADSs. Other than this Agreement, there are no outstanding rights, options, subscriptions or other agreements or commitments (oral or written) by which Seller is bound relating to its sale or transfer of the Purchased ADSs, and, other than this Agreement, the Purchased ADSs are not subject to any other purchase agreement, buy/sell agreement, proxy, voting agreement, voting trust agreement, right of first refusal, redemption or any other similar agreement or lock-up or other restriction on their transfer or sale or on the ability of Purchaser to sell or transfer the Purchased ADSs. Delivery to Purchaser of the Purchased ADSs in the manner provided in Section 1.3(b) will (i) pass good and marketable title to the Purchased ADSs to Purchaser, free and clear of all Encumbrances, and (ii) convey, free and clear of all Encumbrances, any and all rights and benefits incident to the ownership of such Purchased ADSs.

2.3 Authority.

Seller has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to sell and transfer the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

2.4 Accredited Investor Status.

Seller is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”).

2.5 Noncontravention.

The execution, delivery and performance by Seller of this Agreement and the consummation by such Seller of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of such Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Seller is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to such Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to perform its obligations hereunder.

2.6 Consents.

No consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any person (governmental or private) is required in connection with the execution, delivery and performance by Seller of this Agreement or the consummation by Seller of the transaction contemplated hereby.

2.7 Seller Status.

Seller (a) is a sophisticated person with respect to the sale of the Purchased ADSs to be sold by it hereunder; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased ADSs to be sold by it hereunder; and (c) has independently and without reliance upon Purchaser, and based on such information as such Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that such Seller has relied upon Purchaser’s express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Seller acknowledges that Purchaser has not given such Seller any investment advice, credit information or opinion on whether the sale of the Purchased ADSs is prudent.

2.8 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency or self-regulatory organization or body pending or, to Seller’s knowledge, threatened, of any nature against such Seller or any director or officer of such Seller (in their capacity as directors and officers of such Seller), which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on such Seller’s ability to perform its obligations hereunder, or that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

2.9 No Brokers.

Seller has not taken any action that would give rise to any claim by any person for brokerage commissions, finder’s fees

or similar payments relating to this Agreement or the transactions contemplated hereby.

2.10 No General Solicitation.

Seller did not offer or sell the Purchased ADSs by any form of general solicitation or general advertising.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants with respect to only itself to Seller as of the date hereof that each of the statements set out in Article III is now and will at Closing be true and accurate.

3.1 Organization

Purchaser is company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

3.2 Authority.

Purchaser has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to purchase the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Purchaser, and this Agreement constitutes the legal, valid and binding obligation of such Purchaser and enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

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3.3 Accredited Investor Status.

Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

3.4 Noncontravention.

The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

3.5 Purchaser Status.

The Purchaser is not a "U.S. person" within the meaning of Regulation S under the Securities Act. Purchaser (a) is a sophisticated person with respect to the purchase of the Purchased ADSs; (b) has had the opportunity to ask questions of and receive answers from representatives of such Seller, the Company and each of their respective officers, directors, employees and agents concerning the Company in order for Purchaser to make an informed decision with respect to its investment in the Purchased ADSs; (c) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased ADSs; (d) is able to bear the economic risk associated with the purchase of the Purchased ADSs, has such knowledge and experience, and has undertaken transactions regarding investments of similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Purchased ADSs; and (e) has independently and without reliance upon such Seller, and based on such information as such Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has relied upon such Seller's express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Purchaser acknowledges that such Seller has not given Purchaser any investment advice, credit information or opinion on whether the purchase of the Purchased ADSs is prudent. Purchaser acknowledges and agrees that the Purchased ADSs have not been registered for sale or resale under the Securities Act and are being transferred under this Agreement pursuant to an exemption from the registration requirements of the Securities Act. Purchaser is acquiring the Purchased ADSs for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. Purchaser is acquiring the Purchased ADSs hereunder in the ordinary course of its business. Purchaser does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Purchased ADSs.

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3.6 No Brokers.

Purchaser has not taken any action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

3.7 Sufficient Funds.

Purchaser shall have on the Closing Date sufficient funds on hand to pay in full the Purchase Price.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Conditions to Sellers' Obligation to Sell.

The obligation of Seller to sell the Purchased ADSs to Purchaser on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for such Seller's sole benefit and may be waived by such Seller at any time in its sole discretion by providing Purchaser with prior written notice thereof:

- (a) Purchaser shall have executed and delivered this Agreement to such Seller.
- (b) Contemporaneously with the Closing, Purchaser shall have delivered the Purchase Price by wire transfer of immediately available funds pursuant to the written wire instructions provided by such Seller.
- (c) All of the representations and warranties of Purchaser in ARTICLE III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Purchaser at or prior to the Closing Date.

4.2 Conditions to the Purchaser's Obligation to Purchase.

The obligation of Purchaser to purchase the Purchased ADSs on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing Seller with prior written notice thereof:

- (a) Seller shall have executed and delivered this Agreement to the Purchaser.

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- (b) All of the representations and warranties of Seller in ARTICLE II shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date; *provided, however*, that each representation or warranty made by Seller in Section 2.1, Section 2.2, Section 2.3 and Section 2.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at that date, and such Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Seller at or prior to the Closing Date.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fees.

Each Seller and Purchaser shall pay all of their own respective legal fees and costs and expenses, and to pay any and all of their own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby. It shall be the sole responsibility of each of Seller and Purchaser to make any of its own required tax filings and to pay any and all of its own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

5.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve

process in any manner permitted by law. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.3 Indemnification.

In consideration of Purchaser's execution and delivery of this Agreement and acquiring the Purchased ADSs thereunder and in addition to all of Sellers' other obligations under this Agreement, Seller shall, severally but not jointly, defend, protect, indemnify and hold harmless Purchaser and its shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Purchaser Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Purchaser Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Purchaser Indemnified Liabilities**"), incurred by any Purchaser Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by such Seller in this Agreement, or (b) any breach of any covenant, agreement or obligation of such Seller contained in this Agreement. To the extent that the foregoing undertaking by such Seller may be unenforceable for any reason, Seller shall make the maximum contribution to the payment and satisfaction of the Purchaser Indemnified Liabilities that is permissible under applicable law. Notwithstanding any provision of this Section 5.3 to the contrary, such Seller shall not have any liability under this Agreement for amount in excess of those amount actually received by it hereunder or for any consequential, exemplary, special, incidental or punitive damages of any kind whatsoever.

5.4 Securities Laws; Legends.

Purchaser acknowledges and agrees that as of the date hereof Purchased ADSs have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Purchaser acknowledges that it has no right to require the Company to register Purchased ADSs.

5.5 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.6 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

5.7 Entire Agreement; Amendments.

This Agreement supersedes all other prior oral or written agreements among Purchaser and Seller, their affiliates and persons acting on their behalf solely with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties solely with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Seller nor Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by such Seller and Purchaser. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

5.8 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by

electronic mail; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to Seller, to

Address: 1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
Facsimile: +86 10 58692865
Attention: Mr. □□□Zhenxiu Zheng

If to Purchaser, to

Address: 1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
Facsimile: +86 10 58698106
Attention: Mr. Kevin Xiaofeng Ma

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or to such other address, facsimile number or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e-mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

5.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto.

5.10 No Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.11 Survival.

Unless this Agreement is terminated by mutual consent of each Seller and Purchaser, the representations and warranties of each Seller and Purchaser contained in Articles II and III, respectively, shall survive the Closing Date and the delivery, in whole or in part, of the Purchased ADSs.

5.12 Termination.

In the event that the Closing shall not have occurred on or before thirty (30) business days from the date hereof due to any Seller's or Purchaser's failure to satisfy the conditions set forth in ARTICLE IV (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. In the event of termination of this Agreement as provided in this Section 5.12, this Agreement (other than for Section 5.1 and this Section 5.12, which shall survive such termination), shall forthwith become void and there shall be no liability hereunder in respect of any of the parties, or their respective officers, directors, managers, members or shareholders, except that nothing herein shall relieve any party from liability for any willful and material breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty, covenant or agreement contained herein. Notwithstanding anything to the contrary herein, if Purchaser fails to pay the Purchase Price at the Closing Date after using commercially reasonable efforts to obtain funding prior to the Closing Date, this Agreement shall be terminated automatically, and Purchaser shall not be liable to Seller for any damages or losses resulting from such failure.

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5.13 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.14 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars. All amounts owing under this Agreement shall be paid in United States dollars.

[The remainder of the page is intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

SELLER:

Capitalink Holdings Ltd

By: /s/ Zhenxiu Zheng
Name: Zhenxiu Zheng
Title: Director

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IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

PURCHASER:

Joingear Limited

By: /s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma
Title: Director

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the “**Agreement**”), dated as of January 4, 2016, by and between Pro-Winner Ltd, a Limited liability company organized under the laws of the British Virgin Islands (“**Seller**”), and Joingear Limited, a Limited liability company organized under the laws of the British Virgin Islands (“**Purchaser**”).

WHEREAS, Seller currently holds an equity interest in ATA Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”) in the form of American Depositary Shares (each representing two common shares, par value US\$0.01 per share) (“**ADSs**”).

WHEREAS, Purchaser seek to purchase from Seller, and Seller seeks to sell to Purchaser, 190,293 ADSs (the “**Purchased ADSs**”) held as the date hereof by such Seller in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

ARTICLE I
PURCHASE AND SALE OF THE PURCHASED SHARES

1.1 Purchase and Sale of Purchased Shares.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, the Purchased ADSs and any and all rights and benefits incident to the ownership thereof (including, without limitation, accrued and unpaid dividends thereon) at a price of \$7.50 per each Purchased ADS for an aggregate purchase price of \$1,427,197.50 (the “**Purchase Price**”) for the Purchased ADSs, free and clear of all Encumbrances (as defined below).

1.2 The Closing.

The closing of the sale and purchase of the Purchased ADSs (the “**Closing**”) shall take place at the offices of O’Melveny & Myers LLP, Yin Tai Centre, Office Tower, 37th Floor, No. 2 Jianguomenwai Ave., Chao Yang District, Beijing 100022, PRC at 10:00 a.m. local time on the Closing Date. For the purposes of this Agreement, “**Closing Date**” is January 21, 2016 unless another date is agreed to in writing by the parties; provided, that, if the conditions set forth in ARTICLE IV below have not been satisfied or waived at such time (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time)), then the Closing Date shall be the date that is two (2) Business Days (or a shorter period as agreed to in writing by the parties) after the conditions set forth in ARTICLE IV below have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing but subject to the satisfaction or waiver of those conditions at such time). At the Closing, Purchaser and Seller shall make certain deliveries, as specified in Section 1.3, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

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1.3 Payment and Deliveries at Closing

(a) At the Closing, Purchaser shall pay to Seller the Purchase Price by electronic bank transfer of immediately available funds to the bank account which Seller has designated in writing to Purchaser reasonably in advance of the Closing Date.

(b) At the Closing, Seller shall deliver to Purchaser:

(i) evidence of the irrevocable instructions to Seller’s agent or other account representative to credit the Purchased ADSs to Purchaser’s balance account (which shall be with an agent or other account representative which is a participant with The Depository Trust Company (“**DTC**”) in accordance with the written settlement instructions delivered by Purchaser to such Seller prior to the Closing Date and the applicable procedures of DTC.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that each of the statements set out in Article II is now and will at Closing be true and accurate.

2.1 Organization

Seller is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

2.2 Title to Purchased ADSs.

Seller is the sole and exclusive record and beneficial owner of the Purchased ADSs and owns such Purchased ADSs free from all taxes, liens, claims, encumbrances, mortgage, charges, security interests, pledges, hypothecation, title defect, escrows, lock-up arrangements, right of preemption, put or call right, adverse claim of ownership and restrictions on transfer (except for restrictions or limitations on transfer imposed by applicable United States federal or state securities laws) (“**Encumbrances**”). Seller has good and valid title to the Purchased ADSs. Other than this Agreement, there are no outstanding rights, options, subscriptions or other agreements or commitments (oral or written) by which Seller is bound relating to its sale or transfer of the Purchased ADSs, and, other than this Agreement, the Purchased ADSs are not subject to any other purchase agreement, buy/sell agreement, proxy, voting agreement, voting trust agreement, right of first refusal, redemption or any other similar agreement or lock-up or other restriction on their transfer or sale or on the ability of Purchaser to sell or transfer the Purchased ADSs. Delivery to Purchaser of the Purchased ADSs in the manner provided in Section 1.3(b) will (i) pass good and marketable title to the Purchased ADSs to Purchaser, free and clear of all Encumbrances, and (ii) convey, free and clear of all Encumbrances, any and all rights and benefits incident to the ownership of such Purchased ADSs.

2.3 Authority.

Seller has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to sell and transfer the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies.

2.4 Accredited Investor Status.

Seller is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”).

2.5 Noncontravention.

The execution, delivery and performance by Seller of this Agreement and the consummation by such Seller of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of such Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Seller is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to such Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to perform its obligations hereunder.

2.6 Consents.

No consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any person (governmental or private) is required in connection with the execution, delivery and performance by Seller of this Agreement or the consummation by Seller of the transaction contemplated hereby.

2.7 Seller Status.

Seller (a) is a sophisticated person with respect to the sale of the Purchased ADSs to be sold by it hereunder; (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased ADSs to be sold by it hereunder; and (c) has independently and without reliance upon Purchaser, and based on such information as such Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that such Seller has relied upon Purchaser’s express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Seller acknowledges that Purchaser has not given such Seller any investment advice, credit information or opinion on whether the sale of the Purchased ADSs is prudent.

2.8 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency or self-regulatory organization or body pending or, to Seller’s knowledge, threatened, of any nature against such Seller or any director or officer of such Seller (in their capacity as directors and officers of such Seller), which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on such Seller’s ability to perform its obligations hereunder, or that seek to restrain or enjoin the consummation of the transactions contemplated by this Agreement.

2.9 No Brokers.

Seller has not taken any action that would give rise to any claim by any person for brokerage commissions, finder’s fees

or similar payments relating to this Agreement or the transactions contemplated hereby.

2.10 No General Solicitation.

Seller did not offer or sell the Purchased ADSs by any form of general solicitation or general advertising.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants with respect to only itself to Seller as of the date hereof that each of the statements set out in Article III is now and will at Closing be true and accurate.

3.1 Organization

Purchaser is company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has the requisite power and authorization to own, lease and operate its properties and to carry on its business as now being conducted.

3.2 Authority.

Purchaser has all requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement, including, without limitation, the full power and authority to purchase the Purchased ADSs. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Purchaser, and this Agreement constitutes the legal, valid and binding obligation of such Purchaser and enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

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3.3 Accredited Investor Status.

Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

3.4 Noncontravention.

The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws) applicable to Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Purchaser to perform its obligations hereunder.

3.5 Purchaser Status.

The Purchaser is not a "U.S. person" within the meaning of Regulation S under the Securities Act. Purchaser (a) is a sophisticated person with respect to the purchase of the Purchased ADSs; (b) has had the opportunity to ask questions of and receive answers from representatives of such Seller, the Company and each of their respective officers, directors, employees and agents concerning the Company in order for Purchaser to make an informed decision with respect to its investment in the Purchased ADSs; (c) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Purchased ADSs; (d) is able to bear the economic risk associated with the purchase of the Purchased ADSs, has such knowledge and experience, and has undertaken transactions regarding investments of similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Purchased ADSs; and (e) has independently and without reliance upon such Seller, and based on such information as such Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has relied upon such Seller's express representations, warranties and covenants in this Agreement and would not enter into this Agreement in the absence of such representations, warranties and covenants. Purchaser acknowledges that such Seller has not given Purchaser any investment advice, credit information or opinion on whether the purchase of the Purchased ADSs is prudent. Purchaser acknowledges and agrees that the Purchased ADSs have not been registered for sale or resale under the Securities Act and are being transferred under this Agreement pursuant to an exemption from the registration requirements of the Securities Act. Purchaser is acquiring the Purchased ADSs for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act. Purchaser is acquiring the Purchased ADSs hereunder in the ordinary course of its business. Purchaser does not presently have any agreement or understanding, directly or indirectly, with any person or entity to distribute any of the Purchased ADSs.

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3.6 No Brokers.

Purchaser has not taken any action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

3.7 Sufficient Funds.

Purchaser shall have on the Closing Date sufficient funds on hand to pay in full the Purchase Price.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Conditions to Sellers' Obligation to Sell.

The obligation of Seller to sell the Purchased ADSs to Purchaser on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for such Seller's sole benefit and may be waived by such Seller at any time in its sole discretion by providing Purchaser with prior written notice thereof:

- (a) Purchaser shall have executed and delivered this Agreement to such Seller.
- (b) Contemporaneously with the Closing, Purchaser shall have delivered the Purchase Price by wire transfer of immediately available funds pursuant to the written wire instructions provided by such Seller.
- (c) All of the representations and warranties of Purchaser in ARTICLE III shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date, and Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Purchaser at or prior to the Closing Date.

4.2 Conditions to the Purchaser's Obligation to Purchase.

The obligation of Purchaser to purchase the Purchased ADSs on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided, that these conditions are for Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing Seller with prior written notice thereof:

- (a) Seller shall have executed and delivered this Agreement to the Purchaser.

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- (b) All of the representations and warranties of Seller in ARTICLE II shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at that date; *provided, however*, that each representation or warranty made by Seller in Section 2.1, Section 2.2, Section 2.3 and Section 2.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at that date, and such Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Seller at or prior to the Closing Date.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fees.

Each Seller and Purchaser shall pay all of their own respective legal fees and costs and expenses, and to pay any and all of their own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby. It shall be the sole responsibility of each of Seller and Purchaser to make any of its own required tax filings and to pay any and all of its own respective taxes (including sales taxes, income taxes, business taxes, capital gains taxes, stamp duties, value added taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expense) incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby.

5.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve

process in any manner permitted by law. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.3 Indemnification.

In consideration of Purchaser's execution and delivery of this Agreement and acquiring the Purchased ADSs thereunder and in addition to all of Sellers' other obligations under this Agreement, Seller shall, severally but not jointly, defend, protect, indemnify and hold harmless Purchaser and its shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Purchaser Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Purchaser Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Purchaser Indemnified Liabilities**"), incurred by any Purchaser Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by such Seller in this Agreement, or (b) any breach of any covenant, agreement or obligation of such Seller contained in this Agreement. To the extent that the foregoing undertaking by such Seller may be unenforceable for any reason, Seller shall make the maximum contribution to the payment and satisfaction of the Purchaser Indemnified Liabilities that is permissible under applicable law. Notwithstanding any provision of this Section 5.3 to the contrary, such Seller shall not have any liability under this Agreement for amount in excess of those amount actually received by it hereunder or for any consequential, exemplary, special, incidental or punitive damages of any kind whatsoever.

5.4 Securities Laws; Legends.

Purchaser acknowledges and agrees that as of the date hereof Purchased ADSs have not been registered under the Securities Act or the securities laws of any state and that they may be sold or otherwise disposed of only in one or more transactions registered under the Securities Act and, where applicable, such laws, or as to which an exemption from the registration requirements of the Securities Act and, where applicable, such laws, is available. Purchaser acknowledges that it has no right to require the Company to register Purchased ADSs.

5.5 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.6 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

5.7 Entire Agreement; Amendments.

This Agreement supersedes all other prior oral or written agreements among Purchaser and Seller, their affiliates and persons acting on their behalf solely with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties solely with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Seller nor Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by such Seller and Purchaser. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

5.8 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by

electronic mail; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to Seller, to

Address: 1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
Facsimile: +86 10 58692865
Attention: Mr. □□□ Jianguo Wang

If to Purchaser, to

Address: 1/F East Gate, Building No. 2, Jian Wai Soho,
No. 39 Dong San Huan Zhong Road,
Chao Yang District, Beijing 100022, China
Facsimile: +86 10 58698106
Attention: Mr. Kevin Xiaofeng Ma

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or to such other address, facsimile number or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively. A copy of the e-mail transmission containing the time, date and recipient e-mail address shall be rebuttable evidence of receipt by e-mail in accordance with clause (ii) above.

5.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto.

5.10 No Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

5.11 Survival.

Unless this Agreement is terminated by mutual consent of each Seller and Purchaser, the representations and warranties of each Seller and Purchaser contained in Articles II and III, respectively, shall survive the Closing Date and the delivery, in whole or in part, of the Purchased ADSs.

5.12 Termination.

In the event that the Closing shall not have occurred on or before thirty (30) business days from the date hereof due to any Seller's or Purchaser's failure to satisfy the conditions set forth in ARTICLE IV (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. In the event of termination of this Agreement as provided in this Section 5.12, this Agreement (other than for Section 5.1 and this Section 5.12, which shall survive such termination), shall forthwith become void and there shall be no liability hereunder in respect of any of the parties, or their respective officers, directors, managers, members or shareholders, except that nothing herein shall relieve any party from liability for any willful and material breach, prior to termination of this Agreement in accordance with its terms, of any representation, warranty, covenant or agreement contained herein. Notwithstanding anything to the contrary herein, if Purchaser fails to pay the Purchase Price at the Closing Date after using commercially reasonable efforts to obtain funding prior to the Closing Date, this Agreement shall be terminated automatically, and Purchaser shall not be liable to Seller for any damages or losses resulting from such failure.

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5.13 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.14 Counterparts.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars. All amounts owing under this Agreement shall be paid in United States dollars.

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IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

SELLER:

Pro-Winner Ltd

By: /s/ Jianguo Wang
Name: Jianguo Wang
Title: Director

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IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

PURCHASER:

Joingear Limited

By: /s/ Kevin Xiaofeng Ma
Name: Kevin Xiaofeng Ma
Title: Director

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SHARE SUBSCRIPTION AGREEMENT

Dated as of December 25, 2015

between

CHINESEALL EDUCATION GROUP LIMITED (□□□□□□□□□□)

MA XIAOFENG

and

JOINGEAR LIMITED

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SHARE SUBSCRIPTION AGREEMENT

THIS SHARE SUBSCRIPTION AGREEMENT, dated as of December 25, 2015, is by and between:

- (1) ChineseAll Education Group Limited (□□□□□□□□□□)(the "**Investor**"), a private company limited by shares incorporated under the laws of Hong Kong;
- (2) Mr. Ma Xiaofeng, a holder of the passport of People's Republic of China (number G46376524) ("**Mr. Ma**"); and
- (3) Joingear Limited, an exempt company organized under the laws of the British Virgin Islands (the "**Company**" and together with the Investor, the "**Parties**").

WITNESSETH:

WHEREAS, Mr. Ma holds 6,167 ordinary shares, par value \$1.00 each, of the Company (“**Ordinary Shares**”), which, as of the date hereof represents all of the issued and outstanding share capital of the Company;

WHEREAS, on November 10, 2015, (i) the Company and SB Asia Investment Fund II L.P. entered into a Share Purchase Agreement (the “**SB Asia Investment Fund SPA**”), pursuant to which, upon the closing of the transactions contemplated thereby, the Company shall purchase 12,707,436 common shares, par value \$0.01 per share (“**Common Shares**”) of ATA Inc. (“**ATA**”) at a price of \$4.75 per each Common Share, and 1,219,886 American Depositary Shares of ATA (“**ADSs**,” each representing two Common Shares) at a price of \$9.50 per each ADS for an aggregate purchase price of \$71,949,238, and (ii) the Company and Treasure Master International Limited entered into a Share Purchase Agreement (the “**Treasure Master International SPA**”), pursuant to which, upon the closing of the transactions contemplated, the Company shall purchase 55,700 ADSs at a price of \$9.50 per each ADS for an aggregate purchase price of \$529,150;

WHEREAS, the Company wishes to issue and sell to the Investor, and the Investor wishes to purchase from the Company, 3,833 Ordinary Shares (the “**Subscription Shares**”) at a price of US\$6,000.52 per Ordinary Share upon the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

The capitalized terms that are defined in Schedule II are used herein with the meanings set forth therein.

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Section 1.2 Interpretation.

(a) Headings. The headings to the Articles, Sections and Subsections of this Agreement, any Schedule to this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

(b) Usage. In this Agreement, unless the context requires otherwise: (i) the singular number includes the plural number and vice versa; (ii) reference to any gender includes each other gender; (iii) Schedule I and II to this Agreement are hereby incorporated into, and shall be deemed to be a part of, this Agreement; (iv) the terms “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (v) the words “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”; and (vi) a reference to any Article, Section, Subsection or Schedule shall be deemed to refer to the corresponding Article, Section, Subsection or Schedule of this Agreement.

ARTICLE II

PURCHASE AND SALE OF SHARES

Section 2.1 Purchase and Sale of Subscription Shares.

At the Closing, the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company, the Subscription Shares (which number of Ordinary Shares are forth opposite the Investor’s name in Schedule I) on the terms and subject to the conditions set forth herein, free and clear of any Liens. At the Closing, the Investor shall pay the Company US\$23,000,000 (the “**Subscription Price**”) as consideration for the Subscription Shares.

Section 2.2 The Closing.

Subject to the fulfillment of the conditions set forth in Article VI, the issuance, purchase and sale of the Subscription Shares and the consummation of the other Transactions (the “**Closing**”) shall take place remotely via the electronic exchange of documents and signatures, or at such other time and place as the Company, the Investor and Mr. Ma may agree, as soon as possible (the date on which the Closing actually takes place being sometimes referred to herein as the “**Closing Date**”). At the Closing, the Investor and the Company shall make certain deliveries, as specified in Sections 2.3 and 2.4, respectively, and all such deliveries, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously on the occurrence of the last delivery and none of such deliveries shall be effective until the last of the same has occurred.

Section 2.3 Investor Deliveries at the Closing.

At the Closing, the Investor shall deliver to the Company the Subscription Price by wire transfer of same-day funds to a bank account designated in writing by the Company at least two Business Days prior to the Closing.

Section 2.4 Company Deliveries at the Closing.

At the Closing, the Company shall deliver to the Investor:

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- (a) certificates representing the Subscription Shares registered in the name of the Investor;
- (b) a certified true copy of the register of members of the Company reflecting that the Investor has been duly registered as the holder of the Subscription Shares; and
- (c) each of the documents required to be delivered by the Company at the Closing pursuant to Section 6.2 (if any).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Investor as of the date of this Agreement and as of the Closing Date that:

Section 3.1 Organization.

The Company: (a) is an exempted company limited by shares duly organized, validly existing and in good standing under the laws of the British Virgin Islands; (b) has all requisite corporate power and authority to carry on its business as now conducted; (c) is duly qualified, licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (d) has the corporate power and authority to execute, deliver and perform its obligations under this Agreement. The Company is not in default under or in violation of any provision of its Memorandum of Association or Articles of Association.

Section 3.2 Capitalization.

(a) Immediately prior to the Closing, the authorized share capital of the Company shall consist of total of US\$50,000 divided into 50,000 shares, all of which are designated as ordinary shares of a nominal or par value of US\$1 each (“**Ordinary Shares**”) and 6,167 Ordinary Shares are issued and outstanding.

(b) Immediately after the Closing, the authorized share capital of the Company shall consist of US\$50,000 divided into 50,000 shares, all of which are designated as Ordinary Shares and 10,000 Ordinary Shares are issued and outstanding, of which 6,167 Ordinary Shares shall be registered in the name of Mr. Ma and 3,833 Ordinary Shares shall be registered in the name of the Investor.

(c) The Company does not have in effect any dividend reinvestment plans or employee share purchase plans.

(d) All outstanding Capital Shares have been duly authorized and validly issued and are fully-paid and nonassessable and have been issued without violation of any preemptive rights of any Person.

Section 3.3 Authorization; Execution and Enforceability.

(a) The Company has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the Transactions. The execution, delivery and performance of this Agreement and the consummation of the Transactions has been duly authorized by the Board and no further corporate action on the part of the Company (including any action by the shareholders of the Company) is required in connection therewith.

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(b) This Agreement has been duly executed and delivered by the Company and constitutes and will constitute a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium, restructuring or similar laws affecting creditors’ rights and remedies generally and general equitable principles (regardless of whether enforceability is considered a proceeding in equity or at law) (“**Enforceability Exceptions**”).

Section 3.4 No Conflicts; Consents and Approvals.

(a) The execution, delivery or performance by the Company of the this Agreement and the consummation of the Transactions will not (a) conflict with or violate any provision of the Memorandum of Association or Articles of Association of the Company; (b) result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any Person any right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any Contractual Obligation or any Law applicable to the Company; (c) result in the imposition of any Lien upon any properties or assets of the Company, or (d) result in the Company being required to redeem, repurchase or otherwise acquire any outstanding equity or debt interests, securities or obligations of the Company or any options or other rights exercisable for any of same.

(b) The Company is not required to obtain any consent, authorization or approval of, or make any filing, notification or registration with, any Governmental Authority or any self regulatory organization in order for the Company to execute, deliver and

perform this Agreement or to consummate the Transactions (“**Company Approvals**”).

Section 3.5 Validity of the Subscription Shares. Upon the issuance to the Investor in accordance with this Agreement, the Subscription Shares, will have been duly authorized and validly issued without violation of the preemptive rights of any Person and will be fully-paid and nonassessable, free and clear of any Liens.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as of the date of this Agreement and as of the Closing Date as follows:

Section 4.1 Organization, Standing and Power.

The Investor is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. The Investor has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.

Section 4.2 Authorization; Execution and Investor.

The execution, delivery and performance by the Investor of this Agreement have been duly and validly authorized by all necessary action on the part of the Investor and do not require any further authorization or consent of the members of the Investor. This Agreement has been duly executed and delivered by the Investor and constitutes legal, valid and binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, subject to the Enforceability Exceptions.

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Section 4.3 No Conflict; Consents and Approvals.

(a) Neither the execution, delivery or performance by the Investor of this Agreement, nor the consummation by the Investor of the Transactions will (i) in the case of a corporate entity, conflict with or violate any provision of any Organizational Document of the Investor or (ii) result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any Person any right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any Contractual Obligation or any Law applicable to the Investor or any of its properties or assets other than a breach, default, acceleration, right, notice, consent or waiver that is not material.

(b) Except for the filings with the Governmental Authorities (including without limitation to the National Development and Reform Commission of the People’s Republic of China and the Ministry of Commerce of the People’s Republic of China), the Investor is not required to obtain any consent, authorization or approval of, or make any filing or registration with, any Governmental Authority in order for the Investor to execute, deliver and perform this Agreement and to consummate the Transactions.

Section 4.4 Not a U.S. Person.

The Investor is not a “U.S. person” within the meaning of Regulation S under the Securities Act.

Section 4.5 Purchase Entirely for Own Account.

The Subscription Shares to be acquired by the Investor hereunder will be acquired for investment for the Investor’s own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act. The Investor does not have any agreement or understanding, whether or not legally binding, direct or indirect, with any other Person to sell or otherwise distribute any of the Subscription Shares.

Section 4.6 Investment Experience.

The Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Subscription Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby. The Investor understands that the purchase of the Subscription Shares involves substantial risk.

Section 4.7 Restricted Securities.

The Investor understands that the Subscription Shares issued to the Investor will be characterized as “restricted securities” under the United States federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances.

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Section 4.8 No General Solicitation.

The Investor did not learn of the opportunity to purchase the Subscription Shares by means of any form of general or public solicitation or general advertising, or publicly disseminated advertisements or sales literature, including (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio, or (ii) any seminar or meeting to which the Investor was invited by any of the foregoing means of communications.

Section 4.9 Sufficient Funds.

The Investor shall have on the Closing Date sufficient funds on hand to pay in full the Subscription Price.

ARTICLE V

COVENANTS

Section 5.1 Access to Information.

(a) In General. From the date hereof until the Closing Date, the Company shall at all times afford the officers, employees and authorized representatives of the Investor (including independent public accountants and attorneys) reasonable access during normal business hours to the offices, properties, employees and business and financial records (including computer files, retrieval programs and similar documentation) of the Company, all to the extent reasonably requested by the Investor. The Investor agrees that any such investigation shall be conducted in such a manner as not to interfere unreasonably with the operations of the Company.

(b) Confidentiality Obligations. The Investor hereby acknowledges that any confidential information of the Company or Mr. Ma made available to the Investor pursuant to this Section 5.1 will be strictly kept confidential with the Investor and may not be disclosed to any third party without both the Company's and Mr. Ma's prior written consent.

Section 5.2 Board Representation of ATA.

The Company shall use its reasonable best efforts (including exercising any voting rights attaching to the ATA Acquired Shares) to appoint or elect to the board of directors of ATA, within a reasonable period following the Closing, one individual designated by the Investor; *provided*, that such individual must be reasonably acceptable to Mr. Ma and meets the qualifications of any legal requirements or listing rules necessary to serve on the board of directors of ATA.

Section 5.3 Board Representation of the Company.

The Company and Mr. Ma shall use their respective reasonable best efforts to appoint or elect to the board of directors of the Company, within a reasonable period following the Closing, one individual designated by the Investor; *provided*, that such individual must be reasonably acceptable to Mr. Ma and meets the qualifications of any legal requirements necessary to serve on the board of directors of the Company.

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Section 5.4 Indirect Interests of Parties In ATA Acquired Shares

Following the Closing and the closing of the acquisition of the ATA Acquired Shares under the SB Asia Investment Fund SPA and Treasure Master International SPA, each of Mr. Ma and the Investor shall have indirect interests through the Company in such number of ATA Acquired Shares consistent with the ratio of their ownership of the Company ("**Ownership Ratio**"), which Ownership Ratio immediately after the Closing shall be 61.67% and 38.33%, respectively. In the event there is a subsequent financing, such indirect interests of the Mr. Ma and the Investor in the ATA Acquired Shares shall be adjusted in proportion to the Ownership Ratio following the subsequent financing.

Section 5.5 Transfer Restrictions; Issuance of New Ordinary Shares; Right of First Refusal

(a) Transfer restrictions. Except (i) as specifically provided in this Agreement, or (ii) any transfer to a Permitted Transferee or (iii) mutually agreed upon by Mr. Ma and the Investor, each of Mr. Ma and the Investor hereby agrees and acknowledges that it will not, and will procure that none of its Affiliates will, dispose or create any Encumbrances over the Ordinary Shares or its interests in ATA Acquired Securities arising from this Agreement without the consent of all of the Parties.

(b) Transfer to the Permitted Transferee. Each of Mr. Ma and the Investor undertakes to ensure that prior to any transfer of Ordinary Shares to the Permitted Transferee, the Permitted Transferee shall first agree to become subject to the obligations of the transferring party pursuant to a deed of adherence in a form and substance reasonable satisfactory to the non-Transferring party (a "**Deed of Adherence**"). Each Party further agrees to extend the benefit of this Agreement to any Permitted Transferee who acquires Ordinary Shares in accordance with this Agreement and enters into a Deed of Adherence, but without prejudice to the continuation *inter se* of the rights and obligations of the Parties to this Agreement and any other Permitted Transferee who have entered into such a Deed of Adherence.

(c) No New Share Issuance. Except as specifically provided in this Agreement, the Company undertakes to Mr. Ma and the Investor not to, and each of Mr. Ma and the Investor undertakes to each other not to cause the Company to, issue any new Ordinary Shares or any other securities in the share capital of the Company, without first obtaining the prior written consent of each of Mr. Ma and

the Investor.

(d) Right of First Refusal. If the Company proposes to transfer any equity securities of ATA to one or more third parties (a “**Transfer**”), each of Mr. Ma and the Investor shall agree on such Transfer and negotiate with each other in good faith with respect to whether Mr. Ma and/or the Investor will subscribe for additional equity interest of ATA or the Company.

Section 5.6 Principal Business

Except as approved by both Mr. Ma and the Investor, the Company shall not engage in any business other than the raising of financing in order to fund the acquisition of ATA Acquired Shares, the holding, voting and disposition of ATA Acquired Shares, any actions directly incidental thereto.

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Section 5.7 Filings and Registrations

Each Party shall be responsible for its own filing with any governmental authority or agency including without limitation the U.S. Securities and Exchange Commission, the National Development and Reform Commission of the People’s Republic of China and the Ministry of Commerce of the People’s Republic of China in connection with the Transactions.

ARTICLE VI

CONDITIONS

Section 6.1 Conditions to the Company’s Obligations.

The obligation of the Company to sell and issue the Subscription Shares and to consummate the other Transactions on the Closing Date shall be subject to the fulfillment (or waiver by the Company) at or prior to the Closing of each of the following conditions:

(a) No Order. No court or other Governmental Authority having jurisdiction over the Company or the Investor shall have instituted, enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is then in effect and that (i) has the effect of making illegal or otherwise prohibiting or invalidating consummation of this Agreement or any provision of this Agreement or (ii) seeks to restrain, prohibit or invalidate the consummation of the Transactions or to invalidate any provision of this Agreement.

(b) Company Approvals. Each Company Approval shall have been obtained or made and shall be in full force and effect to the extent that the failure to obtain or make such Company Approval (i) has the effect of making illegal or otherwise prohibiting or invalidating consummation of any of the Transactions or any provision of this Agreement or (ii) would reasonably be expected, individually or together with other Company Approvals that have not been obtained or made, to have a Material Adverse Effect.

(c) Performance of Obligations. The Investor shall have performed in all material respects each of its covenants and agreements contained in this Agreement and required to be performed at or prior to the Closing.

(d) Representations and Warranties. The representations and warranties of the Investor contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date, which shall be true and correct as of such certain date).

Section 6.2 Conditions to the Investor’s Obligations.

The obligation of the Investor to purchase the Subscription Shares and to consummate the Transactions on the Closing Date shall be subject to the fulfillment (or waiver by the Investor) at or prior to the Closing of each of the following conditions:

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(a) No Order. No court or other Governmental Authority having jurisdiction over the Company or the Investor shall have instituted, enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is then in effect and that (i) has the effect of making illegal or otherwise prohibiting or invalidating consummation of any of the Transactions or any provision of this Agreement or results or would result in a Material Adverse Effect or (ii) seeks to restrain, prohibit or invalidate the consummation of the Transactions or to invalidate any provision of this Agreement.

(b) Company Approvals. Each Company Approval shall have been obtained or made and shall be in full force and effect to the extent that the failure to obtain or make such Company Approval (i) has the effect of making illegal or otherwise prohibiting or invalidating consummation of the Transactions or any provision of this Agreement or (ii) would reasonably be expected, individually or together with other Company Approvals that have not been obtained or made, to have a Material Adverse Effect.

(c) Performance of Obligations. The Company shall have performed in all material respects each of its respective covenants and agreements contained in this Agreement and required to be performed at or prior to the Closing.

(d) Representations and Warranties. Each of the representations and warranties of the Company contained in this Agreement that is qualified as to materiality or Material Adverse Effect shall be true and correct on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date, which shall be true and correct as of such certain date) and each of the representations and warranties of the Company that is not so qualified shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date, which shall be true and correct in all material respects as of such certain date).

(e) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any changes, events or developments that have had, or would reasonably be expected, individually or in the aggregate, to have, a Material Adverse Effect.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Survival.

The respective representations, warranties, covenants and agreements of the Company, Mr. Ma and the Investor set forth in this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or prior to the Closing Date) shall survive the Closing Date and the consummation of the Transactions until the first anniversary of the Closing Date, except that the representations and warranties set forth in Sections 3.1, 3.2, 3.3, 3.5 (collectively, the “**Surviving Representations**”) shall survive indefinitely.

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Section 7.2 Indemnification.

Subject to the limitations set forth in this Article VII, the Company shall indemnify, defend and hold harmless the Investor, its members, managers, officers, employees and Affiliates (collectively, the “**Investor Indemnified Parties**”) from and against any and all losses, costs, damages, liabilities, obligations, impositions, inspections, assessments, fines, deficiencies and expenses (collectively, “**Damages**”) resulting from, in connection with or arising out of (i) any inaccuracy in any representation or warranty of the Company contained in this Agreement or (ii) any breach of or default under any of the covenants or agreements given or made by the Company in this Agreement; provided, however, that any claim by any Investor Indemnified Party under clause (i) above shall be made prior to the date on which the applicable representation and warranty expires pursuant to Section 7.1 and that any claim by any Investor Indemnified Party under clause (ii) above shall be made within twelve (12) months of the time performance of such covenant or agreement is contemplated.

Section 7.3 Damages Threshold and Cap.

(a) With respect to any claim by an Investor Indemnified Party for indemnification pursuant to clause (i) of Section 7.2, such Investor Indemnified Party may not seek indemnification with respect to any claim for Damages until the sum of all Damages for which all Investor Indemnified Parties are entitled to indemnification pursuant to such clause (i) equals or exceeds US\$250,000, whereupon each Investor Indemnified Party shall be entitled to seek indemnification with respect to all Damages incurred by it.

(b) The maximum liability of the Company for all indemnification claims pursuant to clause (i) of Section 7.2 (excluding claims based on breaches of Surviving Representations) shall not exceed an amount which equals fifteen percent (15%) of the Subscription Price, and the maximum liability of the Company for all indemnification claims pursuant to Section 7.2 (including claims based on breaches of Surviving Representations and claims with respect to any breach of any covenant, agreement or obligation of the Company contained in this Agreement) shall not exceed the Subscription Price.

Section 7.4 Indemnification Procedures.

In the event an Investor Indemnified Party has a claim against the Company under this Article VII, such Investor Indemnified Party shall deliver notice of such claim (which claim shall be described with reasonable specificity in such notice) with reasonable promptness to the Company. The failure by such Investor Indemnified Party to so notify the Company shall not relieve the Company from any liability which it may have to such Investor Indemnified Party under this Article VII, except to the extent that the Company demonstrates that it has been actually prejudiced by such failure. If the Company disputes its liability with respect to such claim, such Investor Indemnified Party and the Company shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by arbitration pursuant to Section 9.10.

Section 7.5 Third-Party Claims.

In the event that an Investor Indemnified Party becomes aware of a third-party claim which such Investor Indemnified Party believes may result in a demand for indemnification pursuant to this Article VII, such Investor Indemnified Party shall promptly notify the Company of such claim, and the Company shall be entitled to assume the defense of such claim (such election to be without prejudice to the right of the Company to dispute whether such claim constitutes indemnifiable Damages under this Article VII); provided, however, that such Investor Indemnified Party shall be entitled to participate, at the Investor Indemnified Party’s sole expense, in (but not control) such defense and (ii) the Company shall not settle such claim without the consent of such Investor Indemnified Party (which consent shall not be unreasonably withheld) unless such settlement entails no payment of any kind by such Investor Indemnified Party and provides for the complete release from all liabilities and claims of any kind of such Investor Indemnified Party from such claim and the circumstances giving rise to such claim; provided, further, however, that if the Company does not elect to assume the defense of such claim pursuant to

this sentence, then the Company may participate, at the Company's sole expense, in such defense.

Section 7.6 Tax Treatment of Indemnity Payments.

Any indemnity payments made hereunder by the Company to an Investor Indemnified Party, shall be treated by the parties for all federal, state and local income tax purposes as an adjustment to the Subscription Price paid by the Investor for the Subscription Shares, and not as a dividend or other form of income payment from the Company to the Investor.

Section 7.7 Exclusivity.

Except in the case of fraud, the indemnification provisions of this Article VII shall be the Investor's sole and exclusive monetary remedy with respect to any and all claims relating to the subject matter of this Agreement and the Investor shall not pursue or seek any other monetary remedy.

Section 7.8 Certain Damages.

In no event shall the indemnification obligations under this Agreement or the term "Damages" cover or include consequential, incidental, special, indirect or punitive damages or lost profits suffered by an Investor Indemnified Party, whether based on statute, contract, tort or otherwise.

ARTICLE VIII

FURTHER AGREEMENTS

Section 8.1 Public Announcements.

The Investor and the Company shall consult with each other before issuing any press release or otherwise making any public statements with respect to the execution and delivery of this Agreement or the Transactions, and shall not issue any such press release or make any such public statement prior to reaching mutual agreement on the language of such press release or such public statement, except as may otherwise be required by applicable Law or stock exchange rule.

Section 8.2 Fees and Expenses.

Except as otherwise expressly provided in this Agreement, each Party shall bear and pay its own costs, fees and expenses incurred by it in connection with this Agreement and the transactions contemplated hereunder.

ARTICLE IX

GENERAL

Section 9.1 Termination.

This Agreement may be terminated at any time prior to the Closing:

(a) by written consent of the Investor, Mr. Ma and the Company.

(b) by the Investor if there has been (i) a material breach of any of the representations or warranties of the Company set forth in this Agreement that would give rise to the failure of the condition set forth in Section 6.2(d) or (ii) a material breach of any of the covenants or agreements of the Company set forth in this Agreement, which breach has not been cured within ten (10) Business Days following receipt by the Company of notice of such breach from the Investor; provided that the Investor is not then in material breach of any representation or warranty made by it in this Agreement.

(c) by the Company if there has been (i) a material breach of any of the representations or warranties of the Investor set forth in this Agreement that would give rise to the failure of the condition set forth in Section 6.1(d) or (ii) a material breach of any of the covenants or agreements of the Investor set forth in this Agreement, which breach has not been cured within ten (10) Business Days following receipt by the Investor of notice of such breach from the Company; provided that the Company is not then in material breach of any representation or warranty made by it in this Agreement.

(d) by any of the Investor, Mr. Ma or the Company if any permanent order, decree, ruling or other action of a court or other competent authority restraining, enjoining or otherwise preventing the consummation of any of the Transactions shall have become final and non-appealable;

(e) by any of the Investor, Mr. Ma or the Company if the Closing shall not have occurred on or before December 31, 2015 (the "**Upset Date**", as such date may be hereafter extended by agreement of the parties), unless the failure for the Closing to occur is the

result of a material breach of this Agreement by the Party seeking to terminate this Agreement;

In the event of termination of this Agreement by any of the Investor, Mr. Ma or the Company, as provided in this Section 9.1, this Agreement shall forthwith become void and there shall be no liability hereunder on the part of the Investor, Mr. Ma or the Company, or their respective officers, directors, managers, members or shareholders, except for Sections 8.2 and 9.1 and except that no such termination shall relieve any Party of liability for any breach of any other provision of this Agreement occurring prior to such termination.

Section 9.2 Notices.

Whenever any notice is required to be given hereunder, such notice shall be deemed given only when such notice is in writing and is delivered by messenger or courier or, if sent by fax, when received. All notices, requests and other communications hereunder shall be delivered by courier or messenger or shall be sent by facsimile to the following addresses:

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- (i) If to the Investor, at the following address:

ChineseAll Education Group Limited (中国allen教育集团有限公司)
Unit 402, 4th Floor, Fairmont House, No. 8 Cotton Tree Drive, Admiralty, Hong Kong

- (ii) If to Mr. Ma, at the following address:

Mr. Ma Xiaofeng
1/F, East Gate, Building No.2, Jianwai SOHO,
No. 39, Dongsanhuanzhong Rd. Chaoyang District,
Beijing, China
E-mail: maxiaofeng@atai.net.cn

- (iii) the Company, at the following address:

Joingear Limited
1/F, East Gate, Building No.2, Jianwai SOHO,
No. 39, Dongsanhuanzhong Rd. Chaoyang District,
Beijing, China
E-mail: maxiaofeng@atai.net.cn
Attention: Ma Xiaofeng

with a copy by fax or messenger or courier to:

O'Melveny & Myers LLP
Yin Tai Centre, Office Tower, 37th Floor
No. 2 Jianguomenwai Ave.
Chaoyang District
Beijing 100022, PRC
Facsimile No.: +86-10-6563-4201
Attention: David Roberts

or to such other respective addresses as may be designated by notice given in accordance with this Section 9.2.

Section 9.3 Complete Agreement: No Third-Party Beneficiaries.

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements and understandings of the parties in connection therewith. This Agreement, other than Article VII, is not intended to confer upon any person other than the Company, Mr. Ma and the Investor any rights or remedies hereunder.

Section 9.4 GOVERNING LAW.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF HONG KONG.

Section 9.5 No Assignment.

Except as provided below, neither this Agreement nor any rights or obligations under it are assignable by any Party without the

Section 9.6 Counterparts and Facsimile Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by electronic transmission or facsimile signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by electronic transmission or facsimile as if the original had been received.

Section 9.7 Remedies; Waiver.

Subject to Section 7.7, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right. Notwithstanding any other provision of this Agreement, it is understood and agreed that remedies at law would be inadequate in the case of any breach of the covenants contained in this Agreement. The Company, Mr. Ma and the Investor shall be entitled to equitable relief, including the remedy of specific performance, with respect to any breach or attempted breach of such covenants by the other Party.

Section 9.8 Severability.

Any invalidity, illegality or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and shall not invalidate or render illegal or unenforceable such provisions in any other jurisdiction. The Company and the Investor shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

Section 9.9 Amendment; Waiver.

This Agreement may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 9.10 Arbitration.

Any dispute, controversy or claim arising out of or relating to this Agreement, including, but not limited to, any question regarding the breach, termination or invalidity thereof shall be finally resolved by arbitration in Hong Kong in accordance with the administered rules (the “**Rules**”) of the Hong Kong International Arbitration Centre (the “**HKIAC**”) in force at the time of commencement of the arbitration, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be three and shall be selected in accordance with the Rules. All selections shall be made within thirty (30) days after the selecting party gives or receives, as the case may be, the demand for arbitration. The seat of the arbitration shall be in Hong Kong and the language to be used shall be English. Any arbitration award shall be (i) in writing and shall contain the reasons for the decision, (ii) final and binding on the parties hereto and (iii) enforceable in any court of competent jurisdiction, and the Parties hereto agree to be bound thereby and to act accordingly.

[the next page is the signature page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective offers thereunto duly authorized all as of the date first written above.

COMPANY

JOINGEAR LIMITED

By: /s/ Ma Xiaofeng

Name: Ma Xiaofeng

Title: Director

[Signature Page to SPA]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective offers thereunto duly authorized all as of the date first written above.

Mr. Ma

MA XIAOFENG

By: /s/ Ma Xiaofeng

[Signature Page to SPA]

IN WITNESS WHEREOF, the Company and the Investor have caused this Agreement to be executed by their respective offers thereunto duly authorized all as of the date first written above.

INVESTOR

ChineseAll Education Group Limited (□□□□□□□□□□)

By: /s/ Tong Zhilei

Name: Tong Zhilei

Title: Director

[Signature Page to SPA]

SCHEDULE I

Investor	Number of Ordinary Shares to be Purchased	Subscription Price
Name: ChineseAll Education Group Limited (□□□□□□□□□□) Address: Unit 402, 4 th Floor, Fairmont House, No. 8, Cotton Tree Drive, Admiralty, Hong Kong	3,833	23,000,000

SCHEDULE II

Defined Terms

“ADSs” has the meaning set forth in the recitals.

“Affiliate” means with respect to any Person, any other Person that directly or indirectly, though one or more intermediaries, Controls, is Controlled by, or under common Control with, the first mentioned Person.

“ATA” has the meaning set forth in the recitals.

“ATA Acquired Shares” means the Common Shares and ADSs from SB Asia Investment Fund II L.P. and Treasure Master International Limited under SB Asia Investment Fund SPA and the Treasure Master International SPA, respectively, and to purchase additional Common Shares and ADSs of ATA as deemed desirable from time to time.

“Board” means the Board of Directors of the Company.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions in the PRC, the State of New York or Hong Kong are authorized by law or executive order to close.

“**Capital Shares**” means any shares in the capital of the Company.

“**Closing**” has the meaning set forth in Section 2.2.

“**Closing Date**” has the meaning set forth in Section 2.2.

“**Common Shares**” has the meaning set forth in the recitals.

“**Company**” has the meaning set forth in the preamble.

“**Company Approvals**” has the meaning set forth in Section 3.5(b).

“**Control**” (including the terms “**Controlled by**” and “**under common Control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person or securities that represent a majority of the outstanding voting securities of such Person.

“**Damages**” has the meaning set forth in Section 7.2.

“**Deed of Adherence**” has the meaning set forth in Section 5.7(b).

“**Enforceability Exceptions**” has the meaning set forth in Section 3.3(b).

“**Entity**” means any corporation, partnership, limited liability company, joint venture, association, partnership, business trust or other entity.

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“**Governmental Authority**” means any government or political subdivision or department thereof, any governmental or regulatory body, commission, board, bureau, agency or instrumentality, or any court or arbitrator or alternative dispute resolution body, in each case whether federal, state, local, foreign or supranational, as well as any applicable self regulatory body.

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

“**HKIAC**” has the meaning set forth in Section 9.10.

“**Investor**” has the meaning set forth in the Preamble.

“**Investor Indemnified Party**” has the meaning set forth in Section 7.2.

“**Law**” means any judgment, order (whether temporary, preliminary or permanent), writ, injunction, decree, statute, rule, regulation, notice, law or ordinance and shall also include any regulations of any applicable self regulatory organizations.

“**Liens**” means security interests, liens, claims, pledges, mortgages, options, rights of first refusal, agreements, limitations on voting rights, charges, easements, servitudes, encumbrances and other restrictions of any nature whatsoever.

“**Material Adverse Effect**” means a material adverse effect on (i) the ability of the Company to consummate any of the Transactions or to perform any of its obligations under this Agreement or (ii) the businesses, assets (including licenses, franchises and other intangible assets), liabilities, financial condition or operating income of the Company and its Subsidiaries, taken as a whole, except (a) effects or changes (including general economic and political conditions) that do not have a materially disproportionate effect (relative to other industry participants) on the Company and its Subsidiaries and generally affect the industry in which the Company and its Subsidiaries operate; (b) effects or changes relating to loss of employees, suppliers, vendors, agents, customers or other business partners resulting primarily from the announcement or pendency of the transactions contemplated by this Agreement; (c) effects or changes to the extent attributable to changes in PRC Law after the date of this Agreement and (d) any change or effect that results from any action taken by the Company at the request of the Investor or as required by the terms of this Agreement.

“**Memorandum of and Articles of Association**” means the Fifth Amended and Restated Memorandum and Articles of Association of the Company as currently in effect.

“**Mr. Ma**” has the meaning set forth in the preamble.

“**Ordinary Shares**” has the meaning set forth in the recitals.

“**Organizational Document**” means, with respect to any Entity, any certificate or articles of incorporation, memorandum or articles of association, by-laws, partnership agreement, limited liability agreement, operating agreement, trust agreement or other agreement, instrument or document governing the affairs of such Entity.

“**Ownership Ratio**” has the meaning set forth in Section 5.4.

“**Permitted Transferee**” in relation to (a) any legal entity means any wholly owned subsidiary for the time being of that legal entity and any other legal entity of which that first legal entity is a wholly owned subsidiary; and (b) any natural person means a relative of such person or any legal entity wholly owned by such person and/or a relative of such person.

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“**Person**” means any individual, Entity, unincorporated association or Governmental Authority.

“**PRC**” means the People’s Republic of China, but for purpose of this Agreement, does not include Taiwan and the Special Administrative Regions of Hong Kong and Macau.

“**Rules**” has the meaning set forth in Section 9.10.

“**SB Asia Investment Fund SPA**” has the meaning set forth in the recitals.

“**Securities Act**” means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

“**Subscription Price**” has the meaning set forth in Section 2.1.

“**Subscription Shares**” has the meaning set forth in the recitals.

“**Surviving Representations**” has the meaning set forth in Section 7.1.

“**Treasure Master International SPA**” has the meaning set forth in the recitals.

“**Transactions**” means the purchase and sale of the Subscription Shares and the other transactions contemplated by this Agreement.

“**Transfer**” has the meaning set forth in Section 5.5(d).

“**Upset Date**” has the meaning set forth in Section 9.1(e).

“**USD**”, “**Dollars**” or “**US\$**” means the lawful currency of the United States of America.

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