

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

LightInTheBox Holding Co., Ltd.

(Name of Issuer)

Ordinary shares, par value US\$0.000067 per share**
American Depositary Shares

(Title of Class of Securities)

53225G102***

(CUSIP Number)

Lung Shei Kei
Company Secretary
Zall Smart Commerce Group Ltd. (formerly known as Zall Group Ltd.)
Suite 2101, 21st Floor, Two Exchange Square
Central, Hong Kong
852-3153-5808

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

With copies to:

Ning Zhang, Esq.
Morgan, Lewis & Bockius LLP
Beijing Kerry Centre South Tower, Suite 823 8th
Floor, No. 1 Guang Hua Road, Chaoyang District
Beijing, 100020

David A. Sirignano, Esq.
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

June 27, 2018

(Date of Event Which Requires Filing of this Statement)

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

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

* 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 the American Depositary Shares, each representing two ordinary 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 ("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).

CUSIP No. 53225G102

13D/A

1 Name of Reporting Person
I.R.S. Identification of Above Person
Zall Development (HK) Holding Company Limited

2 Check the Appropriate Box if a Member of a Group

(a) o

(b) x

3 SEC Use Only

4 Source of Funds
AF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

6 Citizenship or Place of Organization
Hong Kong

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
4,217,782

9 Sole Dispositive Power
0

10 Shared Dispositive Power
4,217,782

11 Aggregate Amount Beneficially Owned by Each Reporting Person
4,217,782

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares o

13 Percent of Class Represented by Amount in Row (11)
3.1%

14 Type of Reporting Person
CO

1 Name of Reporting Person
I.R.S. Identification of Above Person
Zall Cross-border E-commerce Investment Company Limited

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
AF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
British Virgin Islands

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
78,728,233

9 Sole Dispositive Power
0

10 Shared Dispositive Power
71,271,592

11 Aggregate Amount Beneficially Owned by Each Reporting Person
78,728,233

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
58.1%

14 Type of Reporting Person
CO

1 Name of Reporting Person
I.R.S. Identification of Above Person
Zall Development (BVI) Holding Company Limited

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
WC

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
British Virgin Islands

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
78,728,233

9 Sole Dispositive Power
0

10 Shared Dispositive Power
71,271,592

11 Aggregate Amount Beneficially Owned by Each Reporting Person
78,728,233

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
58.1%

14 Type of Reporting Person
CO

CUSIP No. 53225G102

13D/A

1 Name of Reporting Person
I.R.S. Identification of Above Person
Zall Smart Commerce Group Ltd. (formerly known as Zall Group Ltd.)

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
AF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Cayman Islands

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
78,728,233

9 Sole Dispositive Power
0

10 Shared Dispositive Power
71,271,592

11 Aggregate Amount Beneficially Owned by Each Reporting Person
78,728,233

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
58.1%

14 Type of Reporting Person
HC

5

CUSIP No. 53225G102

13D/A

1 Name of Reporting Person
I.R.S. Identification of Above Person
Zall Development Investment Company Limited

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
AF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
British Virgin Islands

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
78,728,233

9 Sole Dispositive Power
0

10 Shared Dispositive Power
71,271,592

11 Aggregate Amount Beneficially Owned by Each Reporting Person
78,728,233

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
58.1%

14 Type of Reporting Person
CO

6

CUSIP No. 53225G102

13D/A

1 Name of Reporting Person
I.R.S. Identification of Above Person
Yan Zhi

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
AF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
People's Republic of China ("PRC")

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
78,728,233

9 Sole Dispositive Power
0

10 Shared Dispositive Power
71,271,592

11 Aggregate Amount Beneficially Owned by Each Reporting Person

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
58.1%

14 Type of Reporting Person
IN

7

CUSIP No. 53225G102

13D/A

Item 1. Security and Issuer.

This Amendment No. 4 to the statement on Schedule 13D (this “**Amendment**”) relates to Ordinary Shares of LightInTheBox Holding Co., Ltd., a company incorporated in the Cayman Islands (the “**Issuer**”). Two Ordinary Shares of the Issuer are represented by one American depository share (“**ADS**”). The Issuer’s principal executive offices are located at Tower 2, Area D, Diantong Square; No. 7 Jiuxianqiao North Road; Chaoyang District, Beijing 100015; PRC.

This Amendment supplements and amends the statement on Schedule 13D filed on April 1, 2016, amendment No. 1 filed thereto on October 21, 2016, amendment No. 2 filed thereto on March 30, 2017, and amendment No. 3 filed thereto on May 9, 2017 (as amended, the “**Initial Statement**”). Capitalized terms used in this Amendment, but not otherwise defined, have the meanings given to them in the Initial Statement.

Other than as amended by this Amendment, the disclosures in the Initial Statement are unchanged. Responses to each item of this Amendment are incorporated by reference into the response to each other item, as applicable.

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

Item 3 of the Initial Statement is hereby amended and supplemented with the following:

Between May 2017 and December 2017, Zall Development (HK) Holding Company Limited (“**Purchaser**”) acquired an aggregate of 1,115,442 Ordinary Shares represented by 557,721 ADSs on the open market using cash on hand.

Item 4. Purpose of Transaction.

Item 4 of the Initial Statement is hereby amended and supplemented by deleting the first paragraph under the heading “Further Matters,” as the previously described Trading Plans with Stifel have terminated, and adding the following as the first paragraph under the heading “Further Matters”:

Pursuant to a duly constituted meeting of the Board of the Issuer on June 27, 2018, Mr. Alan Guo Quji voluntarily resigned as Chief Executive Officer and Chairman of the Issuer due to personal reasons, pending continuing service as interim Chief Executive Officer during a transition period. Mr. Guo remains a member of the Board. Mr. Zhi Yan was appointed Chairman. The Board also approved the deed of acting-in-concert (“**Deed of Acting-in-Concert**”) between E-Commerce and Aogang International (Hong Kong) Corporation Limited (“**Aokang**”), and the voting agreement (“**Voting Agreement**”) between E-Commerce and Wincore Holdings Limited (“**Wincore**”), each described in greater detail under Item 6 below. In addition, the size of the Board was increased, and Mr. Qi Zhiping was appointed as a new director.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Initial Statement is hereby amended and restated with the following:

Each of the Reporting Persons disclaims beneficial ownership of all of the shares of Common Stock included in this report, and the filing of this report shall not be construed as an admission that any such person or entity is the beneficial owner of any such securities for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose.

8

CUSIP No. 53225G102

13D/A

(a) See the information contained on the cover pages of this Statement on Schedule 13D, which is incorporated by reference. The percentage of Ordinary Stock reported as beneficially owned by each Reporting Person is based upon the 135,611,547 Ordinary Shares outstanding as of March 22, 2018 as reported

in the Issuer's Form 20-F filed March 28, 2018.

(b) By virtue of the Deed of Acting-in-Concert between E-Commerce and Aokang, described in greater detail under Item 6 below, pursuant to which Aokang will vote (and cause the director appointed by it to vote) in accordance with the instructions of E-Commerce on matters that require approval by the shareholders or the Board of Directors, and both parties agree not to dispose of their holdings in the Company without the consent of the other, E-Commerce and Aokang may be deemed to be a member of a "group" with each other, and E-Commerce may be deemed to have indirect voting power and dispositive power over Aokang's 24,553,810 shares. The number of shares reported in the cover pages as shared voting and dispositive power includes those shares.

By virtue of the Voting Agreement between E-Commerce and Wincore, described in greater detail under Item 6 below, pursuant to which E-Commerce may direct Wincore to vote Wincore's equity interests in E-Commerce's sole discretion, E-Commerce may be deemed to be a member of a "group" with each other, and E-Commerce may be deemed to have indirect voting power over Wincore's 7,456,641 shares. The number of shares reported in the cover pages as shared voting power includes those shares. E-Commerce does not have control over Wincore's disposition of its equity interests.

(c) Purchaser acquired an aggregate of 1,115,442 Ordinary Shares represented by 557,721 ADSs on the open market using cash on hand between May 2017 and December 2017.

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

Item 6 of the Initial Statement is hereby amended and supplemented with the following:

On June 28, 2018, E-Commerce and Aokang entered into the Deed of Acting-in-Concert. Pursuant to the Deed of Acting-in-Concert, Aokang will vote (and cause the director appointed by it to vote) in accordance with the instructions of E-Commerce in relation to any matters that require the approval by the shareholders or the board of directors of the Issuer. Furthermore, pursuant to the Deed of Acting-in-Concert, without prior written consent of the other party, E-Commerce and Aokang shall not purchase, sell, transfer or otherwise dispose any equity securities of the Company. The term of the Deed of Acting-in-Concert is three years from the date of execution unless earlier terminated pursuant to the terms thereof. A copy of the Deed of Acting-in-Concert is filed as Exhibit 1 hereto and the foregoing description is qualified in its entirety to such exhibit.

On June 27, 2018, E-Commerce and Wincore entered into the Voting Agreement, whereby E-Commerce was granted the right to require Wincore to vote all of the equity interests it holds in the Issuer in E-Commerce's sole discretion in respect of any matter in E-Commerce's discretion. The foregoing right of E-Commerce is conditioned upon (i) E-Commerce, together with its affiliates, remaining the single largest shareholder of the Company on a fully diluted and as-converted basis; and (ii) Mr. Zhi YAN remaining the most significant direct or indirect shareholder of E-Commerce on a fully diluted and as-converted basis, or remaining as the chairman of the board of directors of E-Commerce. There are no restrictions on Wincore's ability to sell or transfer or otherwise dispose of equity securities in the Company, but any additional securities acquired by Wincore during the term of the Voting Agreement will be subject to the Voting Agreement. The term of the Voting Agreement is three years from the date of execution unless earlier terminated pursuant to the terms thereof. A copy of the Voting Agreement is filed as Exhibit 2 hereto and the foregoing description is qualified in its entirety to such exhibit.

9

CUSIP No. 53225G102

13D/A

Item 7. Material to be Filed as Exhibits.

Item 7 of the Initial Statement is hereby amended and supplemented by adding the following:

Exhibit Number	Description
1	English Translation of Deed of Acting-in-Concert dated June 28, 2018 between Zall Cross-border E-Commerce Investment Company Limited and Aogang International (Hong Kong) Corporation Limited.
2	Voting Agreement dated June 27, 2018 between Zall Cross-border E-Commerce Investment Company Limited and Wincore Holdings Limited.

10

SIGNATURES

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: July 3, 2018

Zall Development (HK) Holdings Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Cross-border E-commerce Investment Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Development (BVI) Holding Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Smart Commerce Group Ltd. (formerly known as Zall Group Ltd.)

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

Zall Development Investment Company Limited

By: /s/ Yan Zhi
Name: Yan Zhi
Title: Director

/s/ Yan Zhi
Name: Yan Zhi

DEED OF ACTING-IN-CONCERT

This Deed of Acting-in-Concert (the “**Deed**”) is made and entered into as of June 28, 2018 by and between the following parties:

Party A: ZALL CROSS-BORDER E-COMMERCE INVESTMENT COMPANY LIMITED, a limited liability company duly incorporated and validly existing under the laws of British Virgin Islands.

Party B: AOGANG International (Hong Kong) Corporation Limited, a limited liability company duly incorporated and validly existing under the laws of Hong Kong.

Each of the parties listed above referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, LIGHTINTHEBOX HOLDING CO., LTD., is a company duly incorporated and validly existing under the laws of Cayman Islands, listed on the New York Stock Exchange (the “**Listed Company**”).

WHEREAS, Party A and Party B are shareholders of the Listed Company, directly or indirectly holding 34.4% and 18.1% shares in the capital of the Listed Company, respectively. The Parties will maintain concerted actions in the management, operation, shareholders decision-making and directors decision-making of the Listed Company. The Parties hereby agree to, by signing this Deed, make a written confirmation and further agreement on their acting-in-concert relationship.

NOW, THEREFORE, the Parties agree, from the date hereof, the following arrangements of equity interests of the Listed Company, directly or indirectly owned by each Party respectively.

1. As for the equity interest, together with voting rights attached thereto, of the Listed Company directly or indirectly held by the Parties, Party B shall actively and consistently act in concert with Party A in relation to the following matters: all significant matters concerning the Listed Company, and matters that require the decisions of the shareholders of the Listed Company pursuant to applicable laws and/or memorandum and articles of the Listed Company, including but not limited to amendment of memorandum and articles and appointment of auditors, etc.
2. When exercising shareholder’s voting rights on any shareholders meeting of the Listed Company, Party B shall consistently follow Party A and make resolution and/or vote in the same manner with Party A.
3. In the event that the Listed Company holds any board meeting approving any matters, including but not limited to approval of the business plans and investment plans of the Listed Company, appointment or removal of the company’s CEO and decision of CEO’s remuneration, establishment of the company’s basic management system, etc., Party B shall consistently (subject to his/her fiduciary duties) procure the directors it designated and appointed to follow the directors designated and appointed by Party A and make resolution and/or vote in the same manner with the directors appointed by Party A.

1

4. During the effective period of this Deed, the Parties agree and undertake that, without prior written consent of the other Party, it shall not purchase, sell, transfer or otherwise dispose any equity it directly or indirectly owns in the Listed Company.
5. The term of this Deed shall be three (3) years from the date hereof, unless:
 - (a) this Deed is terminated through written agreement of the Parties; or
 - (b) there is an order made by the court or resolution adopted by the shareholders to wind up or liquidate the Listed Company.
6. This Deed shall be governed by and construed exclusively in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The Parties irrevocably submit to the jurisdiction of the courts of the State of New York. Each of the Parties hereby irrevocably waives any right it have or may have to a jury trial of any suit, action or proceeding arising out of this Deed or the transactions relating to its subject matter.

2

IN WITNESS WHEREOF this Deed has been executed by the party hereto and is intended to be and hereby delivered on the day and year first above written.

EXECUTED as a deed by)	<u>/s/ Yan Zhi</u>
)	Duly Authorised Signatory
ZALL CROSS-BORDER E-COMMERCE INVESTMENT)	
COMPANY LIMITED)	Name: <u>Yan Zhi</u>
)	
Witness: <u>/s/ Zhao Kai</u>)	Title: <u>Director</u>

Signature Page to Deed of Acting-In-Concert

IN WITNESS WHEREOF this Deed has been executed by the party hereto and is intended to be and hereby delivered on the day and year first above written.

EXECUTED as a deed by

)

/s/ Zhentao Wang

)

Duly Authorised Signatory

AOGANG International (Hong Kong) Corporation Limited

)

)

Name: Zhentao Wang

)

Witness: /s/ Zhao Kai

)

Title: Director

Signature Page to Deed of Acting-In-Concert

VOTING AGREEMENT

This VOTING AGREEMENT (this “Agreement”) is entered into as of June 27, 2018, by and between Wincore Holdings Limited, a limited liability company (“Shareholder”) and ZALL CROSS-BORDER E-COMMERCE INVESTMENT COMPANY LIMITED (“Lead Voter”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Fourth Amended and Restated Memorandum and Articles of Association of LightInTheBox Holding Co. Ltd. (the “Company”), as amended or restated from time to time (the “Restated Articles”).

RECITALS

- A. Shareholder holds 7,456,641 of ordinary shares of the Company (the “Shares”).
- B. Shareholder is entering into this Agreement pursuant to agreement among the parties, which requires that, during the In-Concert Term of this Agreement as specified in Section III.1 hereof (the “In-Concert Term”), Shareholder votes in accordance with Lead Voter’s discretion all of its Shares from time to time held (the “Acquired Shares”) pursuant to the Restated Articles in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

I. VOTING

I.1. Voting Arrangements. Shareholder hereby agrees that Lead Voter shall have the right to require that Shareholder votes all Acquired Shares (including to attend any meeting of shareholders where such vote shall be cast), in Lead Voter’s sole discretion, whether at a meeting of shareholders or through the solicitation of a written consent of shareholders (whether of any individual class or series of shares or of multiple classes or series of shares voting together), in respect of any matter in Lead Voter’s discretion and Shareholder agrees to so vote all Acquired Shares and to attend any such meeting of shareholders where such vote shall be cast, provided that in each case subject to and limited by the approval rights of the Shareholder if the matter may have or imply any material negative effect on the value of the Acquired Shares. For the avoidance of doubt, Shareholder has not received and shall not receive any consideration by entering into this Agreement.

I.2. Revocability. During the In-Concert Term, the rights granted by Shareholder pursuant to this Section I are conditioned upon each of the following: (i) Lead Voter, together with its affiliates, shall remain the single largest shareholder of the Company with respect to percentage of ownership of ordinary shares on a fully diluted and as-converted basis; and (ii) Mr. Zhi YAN shall remain the most significant direct or indirect shareholder of Lead Voter with respect to

percentage of ownership of share capital on a fully diluted and as-converted basis or remain as the chairman of the board of directors of Lead Voter.

II ADDITIONAL AGREEMENTS

II.1. Acquisition of Shares; Share Splits, Dividends, Etc. In the event Shareholder hereafter acquires additional voting securities of the Company or in the event of any issuance of shares of the Company’s voting securities hereafter to Shareholder in respect of the Acquired Shares (including in connection with any shares split, shares dividend, recapitalization, reorganization, or the like), such additional shares shall automatically become subject to this Agreement.

II.2. Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

II.3. Lead Voter Liability. In voting the Acquired Shares in accordance with Section I.1 hereof, Shareholder shall not be liable for any error of judgment nor for any act done or omitted, nor for any mistake of fact or law nor for anything which Shareholder may do or refrain from doing in good faith. The Lead Voter shall acknowledge and assume that Shareholder lacks access to the same information based on which it votes its shares or exercises its rights under Section I.1 hereof. In the case of any claims, disputes, or potential liability that may arise out of this Agreement, Lead Voter shall indemnify, defend and hold harmless Shareholder from and against any and all claims, losses, damages, liabilities, obligations, fees or expenses (including reasonable attorneys’ fees and expenses) sustained or incurred by Shareholder in connection with, arising out of, or as a result thereof.

III TERMINATION

III.1. Term. This Agreement shall become effective upon June 27, 2018 (the “Effective Date”), and shall terminate at the earlier of (i) the third anniversary of the Effective Date, or (ii) pursuant to Section III.2 or III.3 below.

III.2. Termination upon Certain Actions. This Agreement shall terminate in its entirety, and neither Lead Voter nor Shareholder shall have any further rights or obligations hereunder (other than the obligations arising out of any breach of this Agreement prior to its termination), upon the earliest to occur of: (i) Lead Voter, together with its affiliates, shall no longer remain the single largest shareholder of the Company with respect to percentage of ownership of ordinary shares on a fully diluted and as-converted basis; and (ii) Mr. Zhi YAN shall no longer remain the most significant direct or indirect shareholder of Lead Voter with respect to percentage of ownership of share capital on a fully diluted and as-converted basis or remain as the chairman of the board of directors of Lead Voter.

III.3. Termination upon Transfer of Acquired Shares. In addition, this Agreement shall cease to apply to any Acquired Shares that are transferred by Shareholder to a third party; *provided* that this Agreement shall continue to apply to any other Acquired Shares that continue to be held by Shareholder, or any person controlling, controlled by or under common control with Shareholder, until otherwise terminated pursuant to this Section III. For the avoidance of doubt, subject to applicable securities laws, nothing under this Agreement shall be construed as restriction on Shareholder's right to sell, pledge, or otherwise transfer securities interest in with respect to the Acquired Shares.

IV. MISCELLANEOUS

IV.1. No Ownership Interest. Except as provided for in this Agreement, nothing contained in this Agreement shall be deemed to vest in any party other than Shareholder any direct or indirect ownership or incidence of ownership of or with respect to any Shares held by Shareholder and all rights, ownership and economic benefits of and relating to such Shares shall remain vested in and belong to Shareholder.

IV.2. Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." No provision of this Agreement shall be construed to require Shareholder or Lead Voter or any of their respective subsidiaries or affiliates to take any action that would violate any applicable law.

IV.3. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

IV.4. Entire Agreement. This Agreement together with the Restated Articles, and other documents contemplated by this Agreement constitute the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof.

IV.5. Amendment and Waiver. This Agreement may not be amended, modified or supplemented, and no provision hereof may be waived, except by a written instrument executed by Shareholder and Lead Voter. Any amendment, modification, supplement or waiver in accordance with this Section IV.5 shall be binding upon all parties hereto, whether or not such party has executed such amendment or waiver. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach by the other parties of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

IV.6. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, heirs, executors, administrators and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement and the rights and obligations therein may not be assigned by Lead Voter without the prior written consent of Shareholder. Without limiting the foregoing, Lead Voter may assign all or any portion of its obligations hereunder to one or more of its Affiliates or to any other Persons associated with Lead Voter or its direct or indirect owners.

IV.7. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without regard to principles of conflict of laws thereunder.

IV.8. Dispute Resolution. Any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this Agreement, or the interpretation, breach, termination, validity or invalidity thereof, shall be referred to arbitration upon the demand of either party to the dispute with notice (the "Arbitration Notice") to the other. The Dispute shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre (the "HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "HKIAC Rules") in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules. There shall be one (1) arbitrator. The HKIAC Council shall select the arbitrator, who shall be qualified to practice law in Hong Kong. The arbitral proceedings shall be conducted in English. To the extent that the HKIAC Rules are in conflict with the provisions of this Section, including the provisions concerning the appointment of the arbitrators, the provisions of this Section shall prevail. Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party. The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award. The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the governing laws as set forth in Section IV.7 hereof. Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal. During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

IV.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Shareholder and Lead Voter have caused this Voting Agreement to be duly executed as of the day and year first above written.

LEAD VOTER

ZALL CROSS-BORDER E-COMMERCE INVESTMENT COMPANY
LIMITED

/s/ Yan Zhi

Name: Yan Zhi

Title: Director

[SIGNATURE PAGE TO VOTING AGREEMENT]

IN WITNESS WHEREOF, Shareholder and Lead Voter have caused this Voting Agreement to be duly executed as of the day and year first above written.

SHAREHOLDER

Wincore Holdings Limited

/s/ Quji (Alan) Guo

Name: Quji (Alan) Guo

Title: Director

[SIGNATURE PAGE TO VOTING AGREEMENT]
